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and Weekly Reporter.**

LONDON, MAY 2, 1908.

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All letters intended for publication must be authenticated by the name of the writer.**Contents.**

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Current Topics.**Appeals under the Criminal Appeal Act.**

THE FIRST valid notice of appeal under this Act is stated to have been delivered on Saturday last in the case of a prisoner convicted at the Newington Sessions. There were, it is understood, three notices of appeal previously delivered, but all of them related to convictions previously to the 18th ult.

The Easter Cause Lists.

THE COURT of Appeal commenced its sittings with a list—unexampled, we believe, in recent times—of only 130 appeals. There were 152 at the commencement of the Hilary Sittings, and no fewer than 358 a year ago. On the other hand, the Chancery Cause Lists shew an increase upon the figures at the commencement of the last sittings. There are now 326 causes and matters, as against 276 at the last sittings and 249 a year ago. The King's Bench lists have been reduced, but still shew the heavy total of 666 causes as against 728 at the commencement of the last sittings and 893 a year ago.

Legal Patronage.

THE DEATH of Mr. VAUGHAN HAWKINS, junior counsel to the Crown in Revenue cases, the death of Mr. G. P. LAWRENCE, junior equity counsel to the Treasury, and the appointment as magistrate of Mr. A. E. GILL, junior counsel to the Treasury at the Central Criminal Court, have placed several important pieces of legal patronage at the disposal of the Government. Candidates for the vacant appointments will be numerous, and it is tolerably certain that the final selection will be subject to some criticism. The only observation to be made is that there are probably several persons among the candidates who would fill the offices equally well.

The Law of Distress Amendment Bill.

THE LAW of Distress Amendment Bill, introduced by Mr. ARNOLD HERBERT, which has been under the consideration of a Standing Committee and has been reprinted with amendments, is intended to remove the anomaly in the law of distress which enables a landlord to levy distress upon any goods found upon the

demised premises, whether they belong to the tenant or not. The hardship of this rule in the case of lodgers was recognized by the Lodgers' Goods Protection Act, 1871 (34 & 35 Vict. c. 79), and provision was made by that Act to exempt goods of lodgers from liability for rent due by the landlord to the superior landlord, except to the extent of any rent due from the lodger to his landlord. A lodger takes advantage of the statute by serving on the superior landlord or his bailiff a declaration specifying the lodger's goods, and the amount of any rent due from the lodger to his own landlord. But hitherto there has been no corresponding provision in favour of under-tenants and other persons not being lodgers. The present Bill proposes to amend the law by extending the provisions of the Lodgers' Goods Protection Act, and it provides that for the word "lodger," wherever it occurs in the Act, there shall be substituted the words "under-tenant, lodger, or other person not being the immediate tenant of such superior landlord." A consequential amendment is made in section 1 so as to make the requirement that the declaration shall set out the amount of rent (if any) due to the immediate landlord apply only in the case of under-tenants and lodgers. The effect of the Bill, if it passes, will be to make goods on the demised premises liable only for the amount of rent due from their owners; if they are goods of the tenant, they will be liable, as now, for all rent due to the distraining landlord; if they are goods of a lodger or under-tenant, they will be liable only to the extent of the rent due to the immediate landlord; if they are the goods of a stranger they will be under no liability at all. It is singular that this extension of the principle of the Lodgers' Goods Protection Act has not been attempted before.

Can a Judge Try Two Cases at a Time?

AN ASSOCIATED press despatch from Chicago states that Judge CHYTRAUS recently presided at two trials simultaneously in the criminal court. The learned judge took his stand in the doorway connecting his chamber and the court room, so that he could watch both trials at once. The case of two alleged burglars, which had been on trial during several days, occupied the court room, and the case of one CUSTER, accused of stealing an automobile, was being heard in the chamber. We hardly think that this precedent will be followed in the United Kingdom. It may, indeed, be argued that the attention which a judge is required to bestow upon a case heard before him is not greater than that which an eminent chess player bestows upon his game, and that several of these players have contrived to carry on twelve games at the same time. And it may also be said that some of the most distinguished members of the bar have frequently passed from one court to another during the progress of important causes in which their services had been retained. But the dignity of the bench could not, we think, survive any attempt, however intelligent, to preside over the trial of two cases simultaneously. Lord WESTBURY (then Sir RICHARD BETHELL) in his speech in 1860 on the Bankruptcy and Insolvency Bill, said, possibly with some slight exaggeration, "If you enter the Bankruptcy Court you will probably find going on at the same time a meeting of creditors for the choice of assignees over which the judge presides, but in doing so has no judicial functions to discharge; an audit or dividend meeting in which his duty is equally ministerial, and perhaps at the same time there is an examination of a bankrupt or of some creditor going on, over which he is contemporaneously and simultaneously supposed to preside, and probably at the same time he will be reading one of the journals of the day." Sir RICHARD considered that this compound of judicial and ministerial duties was a serious evil, but he could hardly have believed it possible that a judge should bestow his attention upon two matters at one and the same time, each of them requiring judicial intellect or the application of judicial knowledge.

Debentures as Bills of Sale.

IT WAS at one time a subject of much discussion to what extent debentures of companies were entitled to exemption from the statutory requirements in respect of bills of sale. For this country the question has been set at rest by the decision in *Read v. Joannon* (25 Q. B. D. 300) and *Re Standard Manufacturing Co.* (1891, 1 Ch. 627), and the debentures of limited companies are quite outside the Bills of Sale Acts. Moreover, all ground for attempting to bring them within those Acts has been removed by

the provisions for registration contained in the Companies Act, 1900. But of recent years numerous companies have been registered in Guernsey for the purpose of obtaining the benefit of the more lenient company law prevailing there, although the assets of these companies are usually situated, and their business is carried on, in England. In particular it appears that the law of Guernsey contains no provision as to the registration of debentures or charges created by a limited liability company. The question was raised, therefore, in *Clark v. Balm, Hill & Co.* (1908, 1 K. B. 667) whether this was not a reason for bringing the debentures of Guernsey companies, so far as they are charged on chattels in England, within the Bills of Sale Acts. Some ground for bringing them within the Act of 1878 is given by the reasoning of the Court of Appeal in *Re Standard Manufacturing Co.*, where BOWEN, L.J., who delivered the judgment of the court, relied upon the provisions for the registration of mortgages contained in the Companies Clauses Act, 1845, and the Companies Act, 1862, as shewing that debentures which charged the property of companies were not within the mischief aimed at in the Bills of Sale Acts. If this was essential to the decision, then the absence of provision for registration under the law of Guernsey would involve the result that debentures of companies registered there would require registration under the Act of 1878. In fact, however, it may be doubted whether this consideration was necessary to the decision, and the matter really depends on section 17 of the Act of 1882, which expressly excludes from that Act debentures of any "mortgage, loan, or other incorporated company." It was held both in *Read v. Joannon* (*supra*) and in *Re Standard Manufacturing Co.* (*supra*) that "other incorporated company" must be read generally, and that the expression is not limited to companies *ejusdem generis* with mortgage and loan companies. And since the Acts of 1878 and 1882 are to be read together, it seems impracticable to bring debentures within the Act of 1878 when they are expressly put outside the Act of 1882: see *Read v. Joannon* (*supra*). Accordingly, in *Clark v. Balm, Hill & Co.* (*supra*) PHILLIMORE, J., adopted the view that for debentures to be outside the Acts it was only necessary to shew that they were debentures of an "incorporated company," and since a company incorporated in Guernsey is within this expression, its debentures do not require to be registered as bills of sale.

Liability of Solicitor after Having Been Struck Off the Rolls to the Summary Jurisdiction of the Court.

A PARAGRAPH in an American newspaper states that Justice HENDRICK, of the Supreme Court of New York, has just decided that a disbarred attorney is still subject to, and within the summary jurisdiction of, the court. The decision was given in a suit preferred by B. against S. S., at a time when he was a legal practitioner, received 300 dollars from B., who had been arraigned before a magistrates' court, and agreed to return 200 dollars if the case was not carried to the General Sessions. The case went no further, but S. returned only 125 dollars, and B. accordingly applied for an order for the repayment to him of the balance of 75 dollars. It was contended on behalf of the defendant that there was no jurisdiction to make an order for the repayment by him of the balance due, inasmuch as he was no longer an officer of the court, having been disbarred after he had received the money from B. The learned judge rejected this defence, and made an order for the repayment of the amount due, saying that it would be against public policy to allow a disbarred lawyer to set up his own misconduct, and that it might easily lead to acts of gross fraud on the part of dishonest practitioners. There can be little doubt that a similar decision would have been given by an English court. In the case of *Re Hulm & Lewis* (1892, 2 Q. B. 261), where an unqualified person had obtained possession of money and documents by pretending to be a solicitor, it was held that the court, in the exercise of its summary jurisdiction, could order him to deliver up such money and documents, and upon his disobedience could punish him by attachment. COLLINS, J., said: "I think that the court has in these matters as much jurisdiction over a person who is not a solicitor as it has over a solicitor. . . . The court finds this person in the possession of money and documents which, if he were a solicitor, he would be bound to hand over to his client. It seems to me that his not

being a solicitor can make no difference. If this person were a solicitor the court could compel him to restore the money and documents, and the court must have the same power when he is shewn to have obtained possession of the money and documents by fraudulently pretending to be a solicitor." The reasoning of these observations is conclusive. If the defendant, having been struck off the rolls, was no longer entitled to recover the value of work done by him as a solicitor, it must necessarily follow that he was no longer entitled to retain the money which he had received as security for the value of services to be rendered by him as a solicitor. In the case last referred to the disability of the defendant was unknown to the client, but this would probably be the case in nearly all similar circumstances.

The Legislature and the Judicature.

MORE THAN half the avoidable litigation that takes place is due to the difficulties experienced in interpreting Acts of Parliament. Under the English system of jurisprudence the Legislature makes the law and the Judicature interprets it, and the Legislature and the Judicature do not always see eye to eye in the matter of the meaning of a word, a phrase, a clause, or a section in a statute. That the Legislature has not always meant what the Judicature has said it did mean is abundantly illustrated by the passing of what are known as "declaratory" Acts of Parliament—Acts "declaring" the meaning of a previous Act to be so-and-so, after the courts have ruled that the meaning is something else. In this way the intentions of the Legislature with respect to the Married Women's Property Acts, Locke-King's Act, the Irish Land Acts—to select a few instances at random—have, with much trouble, and after much cost to litigants, been finally impressed on the minds of the members of the Judicature. The evil is, of course, to a great extent irremediable, and is simply due to the imperfection of language and the existing constitution of the human mind. The practical remedy is to have some system by which statutes can be rapidly and easily amended when absolutely necessary. The political conditions of the United Kingdom do not allow of amending statutes being readily enacted. The dominions of the King beyond the seas are, in this respect, as in so many others, microcosms in relation to the United Kingdom, and New South Wales affords the most recent illustration of the difficulty experienced by the Legislature in imposing its will on the Judicature. The *Times* of the 21st of April contains one of the best defences of compulsory arbitration in New South Wales that has yet appeared in the daily press. It is argued that the system of compulsory arbitration has broken down, chiefly because Parliament has found itself unable to express its intentions in plain English, and the courts have said (as in so many other cases) that Parliament has directed something to be done which other persons (who are supposed to be in the secret of what Parliament did mean) assert has not been directed to be done. Speaking of the Arbitration Act of 1901, the Australian correspondent says: "Its worst enemies have been the lawyers and the higher courts. The Parliament that passed it did its best to make the Arbitration Court's decision in any matter final," "but somehow the English language was found incapable of conveying Parliament's intention clearly—for no one disputes the intention," and so the system broke down. Further on the correspondent continues: "The higher courts probably cannot be blamed. They have their rules of interpretation. But it is an Australian custom, when an Act is found not to say what it was indisputably meant to say, to amend its wording in accordance with the meaning." However, in New South Wales, as in England, amending Acts are difficult to get through the legislative bodies, and the New South Wales people are now confronted with a complex and dangerous situation which may end in a more stringent system of compulsory arbitration.

Can a County Court Judge Refuse to Try an Action for Dilapidations?

THE JUDGE of the Okehampton County Court appears to have recently refused to try an action against a tenant for allowing the premises which he occupied to fall into a state of disrepair. The defendant was tenant of a dwelling-house under a lease for three years, with a covenant to keep the outer walls, roof, and doors in

repair. The case having been called on, the judge is reported to have said that he did not think it was part of his duty to try it. He had previously declared—and his declaration had been published—that in future he did not intend to try cases in which questions with regard to dilapidations arose, and, in his opinion, the parties ought to arrange for an arbitration. If any point of law was raised, he was prepared to deal with it, but if no such point were raised, he did not intend to depart from his resolution. The advocate for the plaintiff made some remonstrance, pointing out that the plaintiff had gone to the expense of appearing in court and bringing his witnesses there, and that if he had known that the judge would refuse to try the case, he would not have applied for the issue of the summons. But the judge replied that the Act [we presume the County Courts Act, 1888] gave him the power to decline to try such cases. The matter was ultimately referred to an architect for arbitration. Assuming that the report which we have read is correct, we can only say that an action to recover £25 for dilapidations (the amount in dispute) was *prima facie* within the jurisdiction of the court, and that, although section 104 of the Act enables the judge, with the consent of both parties to the action, to order it to be referred to an arbitrator, we can find no provision for compulsory arbitration. The inquiry as to the damages which a landlord has sustained by the non-performance of a contract to repair, involving as it often does a personal inspection of the premises, is probably more suitable for an architect than a judge, but the Legislature has made no express provision for such cases apart from section 103, enabling the judge to summon to his assistance, on the application of either party, one or more persons of skill or experience to act as assessors. Many questions of fact present themselves in the different actions for damages which a lawyer without the advantage of special knowledge will find as tedious and difficult as those which arise in an action for dilapidations, and it is quite unnecessary to say that no proclamation by a judge will authorize him to refuse to entertain cases which are as much within his jurisdiction as any other claims for breach of contract.

Legal Study and Different Modes of Training for the Bar.

THE CONCLUSION of the General Council of the Bar, that the present scheme of legal study preparatory to call to the bar is defective and is prejudicial to the interests of the profession, in that it does not impose, as a necessary condition before call, a course of compulsory practical work in chambers, may possibly invite an inquiry as to what at the present day is the best possible training for practice at the bar. This is a subject upon which there is certain to be much diversity of opinion. A fair proportion of those who have attained a high rank in advocacy were distinguished in early life as members of the Union of the Universities of Oxford or Cambridge, or as members of debating societies in London. Lord LYNDRHURST, Sir ALEXANDER COCKBURN, and the late Lord COLERIDGE are specimens of this class. But it is worthy of notice that Lord COLERIDGE, in an article upon his contemporary, Sir JOHN KARSLAKE, dwells strongly upon the advantages of the different training which that eminent leader had enjoyed. "He left Harrow early, to begin nine or ten years' preparation for the bar in his father's office. His immense (for a young man) knowledge of his profession enabled him to retain, with universal assent, and by sheer merit, what he had perhaps been introduced to by favour." Coming to a later period, we find that both Lord ALVERSTONE and Lord St. HELIER had a considerable part of their legal training in the office of the solicitor for one of the principal railway companies; and at the present day there are few persons who would be disposed to doubt that the brilliant success of Mr. RUFUS ISAACS was in great measure due to his mercantile experience in the City of London. Sir EDWARD CLARKE, on the other hand, had no special legal training, but a large experience of debating societies. The inference which we are disposed to draw from these examples is that the safest course for the student who has no right to consider that he is endowed with extraordinary abilities is, at the earliest opportunity to make himself familiar by practical experience with the general principles of the law, and to some extent with the subjects to which they are likely to be applied.

The Fires in the New Forest.

IN THE correspondence which has recently appeared in the *Times* reflecting on the action of the Government in burning a broad strip of gorse by the side of the roads in the New Forest, it is affirmed that the commoners hardly ever wish gorse to be burned, because gorse is good food for cattle, except only in a few cases where the gorse is spread over a wide acreage, when they are willing that a small quantity shall be destroyed. We can only say, in answer to this suggestion, that we have often heard that fires on large commons, where heath and gorse grow abundantly, are due to the prevailing idea that by means of these fires the pasturage will be eventually improved. In a case of *Ramsay v. Howison* (reported in the *Scottish Law Reporter* for the 22nd of April) the action was brought by a tenant against his landlord on a clause in the lease with regard to heather burning on the moorland of the farm thereby let, whereby it was agreed that the landlord should burn yearly, one year with another, a certain proportion of the heather. It was contended that the omission to burn the proper quantity of old heather might sensibly affect the value of the farm for grazing. There is no doubt, however, that the burning of gorse, unless under proper supervision, may do serious damage to trees and plantations, and under the Summary Jurisdiction Act, 1899, the offence of setting fire to heath and gorse may, when the damage does not exceed 40s., be dealt with summarily with the consent of the accused. The grievance to which the correspondents refer will probably turn upon the question whether the burning of the gorse was carried out under proper supervision.

Marriages Between Englishwomen and Frenchmen.

WITH REFERENCE to the recent case of *Ogden v. Ogden* (1908, P. 46), attention is called by a letter in the *Times* of the 24th of April to the provisions of the Code Civil (arts. 201 and 202), under which an Englishwoman in the position of SARAH HELEN WILLIAMS would, if the annulled marriage had been contracted in good faith, be entitled to enjoy some of the legal consequences of a valid marriage. In the particular case of *Ogden v. Ogden*, however, it seems that the French court, in declaring the marriage a nullity, expressly found that good faith had been absent. At p. 47 of the report of *Ogden v. Ogden* it is said that the French decree recorded that "the said marriage was not preceded by any publication in France; that it is certain that such omission was intentional on the part of LÉON PHILIP and SARAH HELEN WILLIAMS, and with the object of eluding the requirements of French law so as to avoid the intended union being known to M. PHILIP, senior." The main ground of the invalidity of the marriage was that LÉON PHILIP was under age (he was nineteen) at the time he went through the marriage ceremony, and it is of some interest to note that only last year (July 21, 1907) the age of matrimonial majority in France was lowered from twenty-five to twenty-one.

Mr. Vaughan Hawkins as an Alpine Climber.

"I do not see," says a learned correspondent, "any reference in the obituary notices of the late Mr. VAUGHAN HAWKINS to the fact that in the earlier years of his manhood he was distinguished as an explorer of the peaks and passes of Switzerland. I have some recollection of having read that he was a pioneer in the ascent of mountains which are better known at the present day, and he was among the earliest members of the Alpine Club. The distinguished lawyer appears to have had little pride in these achievements, for I was informed by one of his pupils—himself an experienced climber—that when questioned as to his former adventures in 'the playground of Europe,' he treated them as youthful diversions, which he had ceased to regard with any particular interest."

It is understood, says the *Times*, that the President of the Probate and Divorce Division will preside in the Court of Appeal during the ensuing Easter sittings, in place of Lord Justice Vaughan Williams, who will be engaged on the Welsh Church Commission. Mr. Justice Bucknill will sit in the Probate, Divorce, and Admiralty Division during the absence of the President.

Covenants with Persons not Parties to the Deed.

WE referred shortly (*ante*, p. 219) to the decision of the Court of Appeal in *Forster v. Elvet Colliery Co.* at the time when it was given, but the appearance of the full report (1908, 1 K. B. 629) makes it worth while to discuss somewhat more fully the interesting point which was involved. By a lease made in January, 1887, the Ecclesiastical Commissioners demised to one THOMAS CRAWFORD the seams of coal lying under an area of 973 acres in the county of Durham for a term of thirty years from the 28th of September, 1884. The lessors were not the owners of the whole of the surface land, and the lease contained a covenant which was intended to protect the owners and occupiers for the time being against damage by subsidence. By this the lessee covenanted "with the said lessors, and as separate covenants with other the owners or owner, occupiers or occupier, for the time being of the said lands hereinbefore described or any part thereof . . . that the said lessee shall and will from time to time pay to the said lessors and other the covenantees or covenantee compensation, either annual or otherwise, for all or any of the damage done or occasioned by the said lessee in or by reason of the winning or working of the mines or seams of coal hereby demised or any part thereof." The term "lessee" was defined by the lease to include his executors, administrators, and assigns. THOMAS CRAWFORD, the lessee, died in September, 1887, having given the Elvet Colliery, which included part of the demised minerals, to trustees, who worked it till October, 1896, when, with the consent of the lessors, the entire lease was assigned to the Elvet Colliery Co. (Limited), who entered into the usual covenant of indemnity with the trustees. The company carried on the colliery until July, 1907, when they went into liquidation. In the course of 1906 subsidences took place which resulted in claims for compensation being made by various surface owners, and four actions were commenced. In *Forster v. Elvet Colliery Co.* (*supra*) the plaintiffs were the devisees in trust under the will of JOHN FORSTER, who, prior to and at the date of, the lease was the owner of a part of the surface land, and who had since died. In the other three actions the plaintiffs were owners of parts of the surface land who derived title as assignees of persons who were owners at the date of the lease. The defendants in each action were the Elvet Colliery Co. and the executors and trustees of the will of THOMAS CRAWFORD. The four actions were tried together before RIDLEY, J., without a jury, at the Durham Assizes last June, and in each judgment was entered for the plaintiffs against all the defendants, it being left for the amount of damages to be ascertained by reference. The trustees and executors of THOMAS CRAWFORD appealed, but without obtaining a reversal of this result.

Prior to the Real Property Act, 1845 (8 & 9 Vict. c. 106), the actions would have been open to the objection that the persons who were seeking to take the benefit of the covenant were not parties to the deed in which it was contained. "Where," said Lord ELLENBOROUGH, C.J., in *Storer v. Gordon* (3 M. & S., p. 322), "there is such a deed as is technically called a deed *inter partes*—that is, a deed purporting to be between the persons who are named in it as executing the same, and not, as some deeds are, general to 'all people,' the immediate operation of the deed is to be confined to those persons who are parties to it; no stranger to it can take under it except by way of remainder, nor can any stranger sue upon any of the covenants it contains": see *Co. Litt.* 231a; *Berkeley v. Hardy* (5 B. & C. 355). But upon this ancient common law rule an exception was introduced by section 5 of the Real Property Act, 1845, which provided that "under an indenture executed after the 1st of October, 1845, an immediate estate or interest in any tenements or hereditaments, and the benefit of a condition or covenant, respecting any tenements or hereditaments, may be taken, although the taker thereof be not named a party to the same indenture." Though, however, this enactment in clear terms enables a person not named as a party to the deed to take an immediate estate under it, or to take the benefit of a covenant, yet, as was held by JESSEL, M.R., in

Kelsey v. Dodd (52 L. J. Ch. 34), the common law disability is only removed to the extent of rendering it unnecessary for the person to be an actual party to the deed. It is still necessary that he should be a possible party to the deed, and hence the section does not operate to give the benefit of a covenant to a person who is not in existence or is not ascertainable at the date of the deed. The effect of the enactment, Sir GEORGE JESSEL held, is to get rid of the objection which would arise from a man not being made a party to the indenture; it does not get rid of the objection to a non-existing party.

And in addition to this implied restriction on the generality of the language of section 5, an express restriction is introduced by the requirement that the covenant must be one "respecting any tenements or hereditaments." Now, this phrase is very similar to the usual words which furnish the test whether a covenant runs with the land. A covenant runs with the land if it directly touches or concerns the land itself. With reference to such a covenant in a lease, it was said by BAYLEY, J., in *Mayor of Congleton v. Pattison* (10 East, p. 138) that "the covenant must either affect the land itself during the term, such as those which regard the mode of occupation; or it must be such as *per se*, and not merely from collateral circumstances, affects the value of the land at the end of the term." A covenant which in this sense concerns the land may be described, in the language of the Real Property Act, 1845, as a covenant "respecting any lands or hereditaments," and accordingly in the present case COZENS-HARDY, M.R., and FARWELL, L.J., treated these words as meaning that the covenant must be one which runs with the land.

So far, then, the effect of section 5 is to give the benefit of a covenant running with land to a person who, though not a party to the deed, is named as a covenantor and is in existence and capable of being ascertained at the date of the deed. But an extension is given to the covenant by section 58 of the Conveyancing Act, 1881. This provides that a covenant relating to land of inheritance shall be deemed to be made with the covenantor, his heirs and assigns, and shall have effect as if heirs and assigns were expressed. Consequently, when a person not a party to the deed is in existence and ascertained at the date of the deed, and is named therein as a covenantor, the covenant takes effect as if made with him, his heirs and assigns; and since *ex hypothesi* it is capable of running with the land, the benefit of the covenant passes by the combined effect of section 5 of the Real Property Act, 1845, and section 58 of the Conveyancing Act, 1881, to the heirs and assigns of the covenantor.

To apply these principles to *Forster v. Elvet Colliery Co.* (*supra*) and the three other cases heard at the same time, it was necessary to ascertain (1) whether the covenant in question ran with the land; (2) whether there were covenantors, not parties to the deed, in existence and ascertainable at the date of the deed; and (3) whether the various plaintiffs were either themselves such covenantors, or were the heirs or assigns of such covenantors. As to the first point, the objection was taken by the defendants that, since the covenant was contained in a lease, it could only run with the land if it concerned the demised premises. But the covenant in question concerned the surface land which was not demised. Hence it was merely collateral and did not run with the land: see *Dewar v. Goodman* (1908, 1 K. B. 94). But this overlooks the fact that, as regards the covenant, the instrument did not operate merely as a lease. A lease is a contract between lessor and lessee. The covenantors who were not parties were, however, named in the instrument, not as lessors, but as being interested in land which, though not the subject of the lease, might be prejudiced by operations carried on under the lease. The indenture, as FARWELL, L.J., pointed out, was a deed with a double aspect—as between the parties to it it was a lease, but as between CRAWFORD and the covenantors it was a deed of covenant; and as regards the effect of the covenant in regard to the surface land, no question of the land being parcel of the demise could arise. This doubt being removed, it was not difficult to hold that the covenant was in fact one which ran with the surface land. The working of the minerals threatened the safety of the land itself, and the object of the covenant was to give to the surface owners the value of the land should it in fact suffer damage. As was held in *The Prior's case* (Co. Litt. 385a), to which FARWELL, L.J., referred, a covenant on which the party

grieved may have damages may well run with the land, and this, indeed, is the ordinary operation of all covenants.

The second question—whether there were covenantors, not parties to the deed, in existence and ascertainable at its date, appears to have been the one which caused most difficulty. The covenant was with "the owners or owner, occupier or occupiers for the time being" of the surface lands, and, as was observed by MOULTON, L.J., and as is abundantly evident from its language, it was intended to operate directly as a covenant with each present or future owner or occupier of the surface lands. Taken in its entirety, therefore, it infringed the rule that the covenant can only be effectually made in favour of persons existing and ascertainable at the date of the deed. This could not be predicated of any future owners or occupiers. The covenant included, however, present owners and occupiers, and as to these there was no reason why it could not take effect. It is a well-recognized rule that a deed must be construed *ut res magis valeat quam pereat*, and this was applied in the present instance by giving effect to the phrase "owners for the time being" as regards owners at the date of the deed, and by rejecting its extension to future owners. The phrase in fact included both present and future owners, and it was easy to allow the covenant to be good as regards present owners, though it was bad as a direct covenant with future owners.

Having got so far, the third question was readily answered; for though none of the plaintiffs were owners at the date of the deed, so as to come in as covenantors in the first instance, they were either devisees or assigns of such original covenantors, and were, therefore, entitled to the benefit of the covenant by virtue of the limitation in favour of "heirs and assigns" implied by section 58 of the Conveyancing Act, 1881. In the result, while the covenant failed to take effect in their favour according to the direct intention of the deed—namely, to benefit the owners for the time being—the same end was attained indirectly by treating the existing owners as deriving title under the original owners. The object of the deed was thus effectuated by the strict application of technical reasoning, although the mode of attaining that object contemplated by the parties failed.

Costs of the Comptroller and Law Officers in Proceedings in Court under the Patents Act, 1907.

THE subject of the costs of the Comptroller-General, and the Law Officers in proceedings in court under the Patents and Designs Act, 1907, in which they respectively appear, is obviously one of considerable importance to practitioners in matters relating to patents. These costs are dealt with by the rules of court recently issued, which it is anticipated will ultimately become operative in the form in which they now stand. The provisions of these rules on the subject are twofold. By rule 3 in petitions for the extension of the term of a patent under section 18 of the Act, "the Comptroller-General and the Board of Trade shall not be entitled to any costs on or in relation to their appearance on, or opposition to, the granting of the prayer of a petition." This, of course, follows the old practice on petitions for prolongation before the Judicial Committee of the Privy Council, under which the Crown neither received nor paid costs. The other rule on the subject is the 9th, which provides that "In all proceedings before the court under the Act, the costs of and incident thereto, including the costs of hearings before the Comptroller or the Board of Trade, as the case may be, shall be in the discretion of the court (except as hereinbefore expressly provided in the case of petitions under section 18 of the Act)."

The first question is, can the court, under this rule, order the Comptroller or the Law Officer to pay costs? The general principle, of course, is that the Crown neither receives nor pays costs in the absence of a statutory provision to the contrary. Under the 9th rule it is certainly intended that the court shall be able to order costs to be paid to the Comptroller or Law Officer if and when they appear in proceedings under the Act, and it may well be contended that if the rule gives, as it certainly will be held to

give, power to do this, it must also give power to order costs to be paid by them. We incline to the view that it will be held that the rule does not give the latter power, but it certainly is not clear. This question, however, is really academic, because it is difficult to conceive a case of the Comptroller or Law Officer appearing in proceedings under the Act in which the court, if it had power to do so, would, in the exercise of its discretion, order costs to be paid by either of them. The practically important question is, will the court under the rule order the costs of the Comptroller or Law Officer to be paid under all circumstances, or will the court lay down the principle that such costs must be paid in the absence of special circumstances? We anticipate that the last course will be adopted, as it has been in connection with the costs of the Registrar in trade-mark cases: see *Re Shamrock Co.* (24 R. P. C. 572).

If the last-mentioned principle is adopted, a further question will arise, what will the court treat as "special circumstances" disentitling the Comptroller or Law Officer to his costs? Take this case: A. applies to the comptroller under section 27 of the Act for revocation of a patent belonging to B.; the Comptroller makes an order of revocation; B. appeals, and the court on appeal upsets the decision of the Comptroller as being erroneous, and on this appeal the Law Officer appears, as he is entitled to do by the section, and instead of confining himself to protecting the public interest, which is his function, takes an active part in supporting the Comptroller's decision, which is A.'s function as respondent to the appeal—will the fact that the Law Officer has elected to identify himself with one side, and has failed in his contention, be held a special circumstance disentitling him to his costs? We certainly think that it ought to be, but we are apprehensive that it will not; and we shall not be surprised to find that, in fact, though not in theory, the Comptroller or Law Officer will always be held entitled to costs.

Reviews.

Death Duties.

THE FINANCE ACTS, 1894, 1896, 1898, 1900, AND 1907, AND REVENUE ACT, 1903, SO FAR AS THEY RELATE TO THE ESTATE DUTY AND OTHER DEATH DUTIES; WITH NOTES, RULES, AND TABLE OF FORMS. By JAMES WEBSTER-BROWN (of the Estate Duty Office, Somerset House), Solicitor. Horace Cox, Law Times Office.

The Revenue returns show the importance to which death duties have attained, and the uncertainty of the amount which will fall in during the year is one of the problems with which Treasury officials have to deal. But it is rivalled in difficulty by the law which regulates the incidence of the duties, and everyday practice and the decisions of the courts alike shew that the proper ascertainment of the duties, and of the property out of which they are payable, requires a minute acquaintance with an extremely complicated body of statute and case law. It is enough to instance the extraordinary diversity of opinion which has prevailed among the judges of the Chancery Division as to the meaning of property passing "to the executor as such" in section 9 (1) of the Finance Act, 1894. The various cases on this point are given at pp. 149 to 152 of the present work, including the recent case of *Re Orlebar* (1908, 1 Ch. 136), and throughout the book the facts of the decisions are usefully stated so as to illustrate the sections to which they relate. The different statutes are treated in order, and section 11 (1) of the Finance Act, 1900, which overruled *Attorney-General v. De Préville* (1900, 1 Q. B. 223), is conveniently explained so as to shew the existing law in regard to liability to estate duty where there has been a surrender by the life tenant of his estate. The references to the reports are not, as a rule, given in the text, and for these it is necessary to turn to the Table of Cases. This arrangement is unusual and inconvenient. But in general the book is compiled and printed so as to afford valuable assistance to the practitioner.

Formation of Companies.

THE LAW AND PRACTICE RELATING TO THE FORMATION OF COMPANIES (LIMITED BY SHARES) UNDER THE COMPANIES ACTS, 1862 TO 1907. WITH AN APPENDIX OF FORMS AND PRECEDENTS. By VALE NICOLAS, Barrister-at-Law. THIRD EDITION. By VALE NICOLAS AND W. F. LAWRENCE, M.A., Barrister-at-Law. Butterworth & Co.

The accumulation of new statute and case law makes it incumbent on the practitioner to have text books at hand which are well up to

date, and this quality characterizes the present edition of Mr. Vale Nicolas's work. The process of formation of a company is explained in a practical manner, and the subject matter of the book is carefully subdivided so as to group the relevant authorities under appropriate heads. This is done, for instance, in the chapter on the Memorandum of Association, where the principles governing this document are enunciated in a series of clearly stated rules, and in the chapter on Promoters, where the fiduciary position of the promoter is similarly treated. With respect to the manner in which a promoter can protect himself by disclosing his interest, prominent notice is given to the decision of the House of Lords in *Gluckstein v. Barnes* (1900, A. C. 240). In some important respects the law is in a state of transition owing to the impending coming into operation of the Companies Act, 1907, and the text contains references both to the existing and the new law. The sections of the Acts of 1900 and 1907 prescribing the contents of prospectuses have been conveniently printed together so as to shew by the use of italics exactly the changes which the Act of 1907 will introduce. And in addition this Act is considered separately in Part II. Part III. includes a number of forms which will be useful to the company draftsman.

Guide to the Bar.

A NEW GUIDE TO THE BAR, CONTAINING THE MOST RECENT REGULATIONS AND EXAMINATION PAPERS AND A CRITICAL ESSAY ON THE PRESENT CONDITION OF THE BAR OF ENGLAND. By L.L.B., Barrister-at-Law. THIRD EDITION. Sweet & Maxwell (Limited).

This work commences with "A General View of the English Bar," and then proceeds to give the necessary information as to how to become a barrister and as to the different inns of court. The appendix contains the Consolidated Regulations, Prospectus of Lectures and Classes, details of examinations and examination papers. These will be found useful by students. The author is not optimistic as to the wisdom of going to the bar, and in his introductory essay he suggests that "there are only two ways by which a really satisfactory income can be obtained at the bar—first, by influence, secondly by a miracle." Fortunately, there are a good many miraculously assisted individuals to be met with in the inns of court, but it is doubtless important in such a work to emphasize the difficulties which await the aspirant to success at the bar.

Books of the Week.

A Practical Exposition of the Principles of Equity, illustrated by the Leading Decisions thereon, for Students and Practitioners. By H. ARTHUR SMITH, M.A., LL.B. (Lond.), Barrister-at-Law. Fourth Edition. Stevens & Sons (Limited).

Principles of the Criminal Law: A Concise Exposition of the Nature of Crime; the Various Offences Punishable by the English Law; the Law of Criminal Procedure and the Law of Summary Convictions; with Table of Offences, their Punishments, and Statutes. By SEYMOUR F. HARRIS, B.C.L., M.A. (Oxon.). Eleventh Edition. By CHARLES L. ATTENBOROUGH, Barrister-at-Law. Stevens & Haynes.

The Law relating to Bills of Lading. By J. E. R. STEPHENS, Barrister-at-Law. Price 7s. 6d. The Syren and Shipping (Limited); Sweet & Maxwell (Limited).

The Law Relating to Charter-Parties. By J. E. R. STEPHENS, Barrister-at-Law. Price 7s. 6d. The Syren and Shipping (Limited); Sweet & Maxwell (Limited).

Report of the Thirtieth Annual Meeting of the American Bar Association, held at Portland, Maine, August 26th, 27th, and 28th, 1907. Baltimore: The Lord Baltimore Press.

A Catalogue of Second-hand Law Books and Legal Portraits (1908). Sweet & Maxwell (Limited).

Points to be Noted.

Conveyancing.

Settled Land Acts—Sale by Tenant for Life who has Mortgaged his Estate.—Under section 20 (2) of the Settled Land Act, 1882, a tenant for life who is exercising his statutory power of sale can convey the settled land "discharged from all the limitations, powers, and provisions of the settlement, and from all estates, interests, and charges subsisting or to arise thereunder, but subject to and with the exception of (i.) all estates, interests, and charges having priority to the settlement; and (ii.) all such other, if any, estates, interests, and charges as have been conveyed or created for securing money actually raised at the date of deed." The words "subject to and with the exception of" are to be read distributively, so that the conveyance takes effect subject to the estates mentioned

in paragraph (i.), and with the exception of the estates mentioned in paragraph (ii.). Moreover, this exception is an exception from the expression "all estates, interests, and charges subsisting" under the settlement. Hence the estates referred to in paragraph (ii.) include only estates and charges which arise under the settlement, such as mortgages to raise money for the purposes of the settlement. They do not include the estate of a mortgagee of the tenant for life, since his estate does not arise under the settlement, but by assignment of the tenant for life's own estate already existing under the settlement. Hence a conveyance by the tenant for life in exercise of his power of sale overrides the estate of his mortgagee, provided that the mortgagee has consented to the sale under section 50 of the Settled Land Act, 1882. In other words, the mortgagee must consent to the sale, but need not join in the conveyance.—**RE DICKIN and KELSALL'S CONTRACT** (Swinfen Eady, J., Dec. 5, 1907) (1908, 1 Ch. 213).

Covenant Running with Land—Lessor and Lessee—Under-lease of Part of Premises.—Where an underlease comprises only part of the property demised by the head lease, and the underlessee covenants with the underlessee to perform the covenants of the head lease with regard to the remaining property, this is not a covenant which will run with the land comprised in the underlease. For the covenant to run with the land it must either relate to a thing *in esse* parcel of the demise, in which case the assignee is bound though not mentioned; or to a thing *in futuro* which directly touches the subject of the demise, in which case the assign is only bound if expressly mentioned. But a covenant to perform acts upon other property—as to keep in repair houses upon land not included in the demise—is merely collateral, and does not bind the assigns, even though named. Moreover, for the covenant to run it must strictly relate to the land demised; it is not sufficient that it is intended for the protection of the estate of the lessee. The covenant by the underlessee in the case put above is intended to preserve the estate of the underlessee from forfeiture by reason of the underlessee's breach of the covenants of the head lease in respect of the remainder of the property comprised in the head lease, but this does not prevent it from being merely collateral. Consequently neither is the assign of the underlessee bound by it, nor can the assign of the underlessee take the benefit of it.—**DEWAR v. GOODMAN** (C.A., Nov. 8, 1907) (1908, 1 K. B. 94).

CASES OF LAST SITTINGS.

House of Lords.

JAMES HENNESSY & CO. v. KEATING. 8th April.

TRADE-MARK—INFRINGEMENT—DEGREE OF RESEMBLANCE—"STOCK LABELS"
—PROBABILITY OF DECEPTION IS A QUESTION FOR THE JUDGE, BUT EVIDENCE OF EXPERTS ADMISSIBLE AND SHOULD BE CONSIDERED.

The defendant sold brandy, not of the plaintiffs' manufacture, in bottles bearing a label of the same size and shape, also printed in gold on a white ground, and surrounded by a garland of vine leaves and grapes closely resembling the plaintiffs' label, but instead of the name "James Hennessy & Co." and the word "Cognac," the defendant's label had in the centre the words "Celebrated Old Brandy" without any maker's name.

Held, by the Court of Appeal (Ireland), reversing the order of the Master of the Rolls (Ireland), that although a judge ought to decide for himself whether the label was likely to mislead, he should have considered the evidence of experts which had been given upon the question; that the defendant's label, though resembling in some respects that of the plaintiffs, was a "stock label" in common use in the trade on cheaper brandies for many years, and that the court could not stop the use of stock labels or of all labels bordered with a wreath of vine leaves and grapes; and that the injunction granted must be dissolved.

The plaintiffs appealed.

Held, that there was no such similarity between the two labels as was likely to deceive a purchaser, and that the Court of Appeal was therefore right in entering judgment for the defendant.

Appeal by the plaintiffs from a decision of the Court of Appeal in Ireland, which reversed a judgment of the Master of the Rolls (reported 1908, 1 I. R. 43, 24 Pat. Cas. 125). The plaintiffs, manufacturers and shippers of brandy, carrying on business at Cognac, France, brought the action to restrain the defendant Keating, a grocer and wine merchant of Dublin, from selling or offering for sale any brandy not of their manufacture in bottles bearing labels so got up as to be calculated to mislead the purchaser into the belief that the brandy was their brandy. The material paragraphs in the statement of claim were "(4) Every bottle of brandy exported by the plaintiffs bears a body label, square in shape, printed in gold upon a white ground, in the centre of which appears the name of the plaintiffs' firm, 'Jas. Hennessy & Co., Cognac,' surrounded by a border (also printed in gold) of vine leaves and grapes in the form of a garland, tied at the base with a ribbon, and surmounted by a mailed arm and hand grasping a battle-axe." Paragraph 6 refers to the registration of plaintiffs' label as a trade-mark in 1876. "8. The plaintiffs have recently ascertained (as the fact is) that the defendant is selling and offering for sale brandy contained in bottles bearing body labels, which are (as the plaintiffs charge) colourable imitations of the plaintiffs' said registered trade-mark label, and amount also to an

infringement thereof. The body label so used by the defendant is of the same shape as the plaintiffs' label, and (like the latter) is printed in gold on a white ground. Instead of the words 'Jas. Hennessy & Co., Cognac,' the words 'Celebrated Old Brandy' appear, and the said label is surrounded by a garland of vine leaves and grapes, tied at its base with a ribbon, in close imitation of the border or garland on the plaintiffs' said registered label. The mailed arm and hand grasping a battle-axe are not reproduced in the defendant's label." "9. The brandy so sold and offered for sale by the defendant under the label described in paragraph 8 hereof is not brandy manufactured, or imported, or bottled by the plaintiffs' firm, and the plaintiffs submit that the use of the defendant's said label is calculated to mislead purchasers and others into the belief that the brandy so offered for sale by the defendant, as hereinbefore mentioned, is manufactured, or imported, or bottled by the plaintiffs' firm." The Master of the Rolls decided in favour of the plaintiffs, and granted the injunction asked. Without hearing counsel for the respondent.

Lord LOREBURN, C., moved that the appeal should be dismissed. The impeached label issued by the Irish firm was about twenty-nine years old, and most of the points of resemblance between the two labels were common to the trade. He could not see how anyone could be deceived into taking one for the other.

Lords ASHBOURNE, MACNAGHTEN, ROBERTSON, ATKINSON, and COLLINS concurred.—COUNSEL, Sir Robert Finlay, K.C., Campbell, K.C., Blood, K.C., and E. K. Figgis (the last three of the Irish bar); Ronan, K.C., and James O'Connor (both of the Irish bar). SOLICITORS, Kekewich, Smith, & Kaye; R. J. Sheehy.

[Reported by ESKINE RIDD, Barrister-at-Law.]

GENERAL ACCIDENT FIRE AND LIFE ASSURANCE CORPORATION (LIM.) v. MCGOWAN, SURVEYOR OF TAXES. 19th and 20th March; 8th April.

REVENUE—INCOME TAX—FIRE AND ACCIDENT INSURANCE—BALANCE OF PROFIT—DEDUCTIONS—UNEXPIRED RISKS.

A company carrying on the business of fire and accident insurance is not entitled, when ascertaining for income tax purposes its annual profits, to take into account the unexpired risk on policies current at the end of each year under consideration, but the profits must be determined on an account showing the actual income on the one hand and expenses and losses actually accrued within the year on the other.

Appeal from a decision of the First Division of the Court of Session as the Court of Exchequer in Scotland, confirming the decision of the Income Tax Commissioners (reported 1907 Sessions Cases 1004). The question was whether, in ascertaining for income tax purposes the annual profits of a company carrying on the business of fire and accident insurance, there should be taken into account the unexpired risk on policies current at the end of each year under consideration. The company submitted to the assessor a statement of their profits for the years 1902, 1903, and 1904, and allowed for the element of unexpired risk by crediting to each year's revenue account the estimated unexpired risk of the premium income of the previous year, and by debiting the estimated unexpired risk on the premium income of the year under consideration. These items were, however, deleted by the assessor of income tax, thus leaving the profits of the appellants to be determined on an account of actual income on the one hand, and expenses and losses actually accrued within the year on the other.

Lord LOREBURN, C., in moving that the appeal should be dismissed, said: In this case the appellants, a fire and accident insurance company, appeal against an assessment for income tax. The commissioners arrived at the assessment by calculating income as the balance of receipts from premiums and other unquestioned sources over payments made in respect of losses and other unquestioned deductions. This balance they treat as the company's income for each of the three preceding years, and thence derive the average for which they assess the appellant company in respect of the year 1905-6. On the other hand, the company claim that an allowance should be made for unexpired risks in the way following. They say that 33½ per cent. of the premiums received in any one year, say, 1903, represents that part of the risk covered by such premium which runs on into the following year. Accordingly they seek to deduct from the gross income of, say, 1903, 33½ of the premiums received in that year because it really represents the money they earn for taking risks which run on into 1904. But at the same time they add to the gross income of 1903 33½ per cent. of the premiums received in 1902, upon the ground that 1903 has in fact borne that proportion of the risks paid for in 1902. Now, in my opinion there is one sufficient reason for rejecting this contention. It is not found, as a fact, that 33½ does represent the real value of the risks that run on into 1904 in respect of premiums received in 1903. I am not prepared to assume that it is so, for all the statement of the commissioners that it is the practice of insurance companies to estimate 33½ per cent. as the proper figure to represent that value. We are not told either for what purpose such an estimate is made, or that it corresponds with the reality. If I am to conjecture, I should incline to the view that this percentage is very far from the proper figure. For, if this estimate be accepted, then in the three years 1902, 1903, and 1904, taken together, the total profit of this company, making certain deductions, was £15,338—whereas we know that for its own purposes the total profit, after the same deductions, was treated by the company as £82,850—and dividends were paid and moneys carried to reserve on that footing. During 39 years, since the decision of *Wilson's case*, the method of assessing fire and accident companies has been that adopted by the commissioners in the present case. It is not scientifically unassailable, for it obviously proceeds upon the supposition that the unexpired risks at the beginning and at the end of each year are in substance the same, or that if an average of three years is taken they are upon an average the same. But no method is scientifically unassailable

that does not enter into an analysis of the contracts made and contracts current in each year so minute that it is in a business sense impracticable. I think the particular correction sought by the appellants in this case is quite indefensible upon the materials before us, and further that the method adopted by the commissioners is a good working rule in the present instance and generally. If in any particular case an insurance company can show it works hardship, no doubt the rule ought to be modified so that the real gains and profits may be ascertained as near as may be.

LORD COLLINS.—This is, in effect, an appeal after 32 years from the decision of the Court of Exchequer in 1876 in the case of the *Imperial Fire Insurance Co. v. Wilson* (35 L. T. 271). In my opinion the proposed method of taking the accounts of the insurance company is open to the same objections that prevailed in that case, which has been acted upon in the interval. I am far from satisfied that it arrives at a result at all more approximately accurate than the less complex method suggested by the Legislature itself and adopted by the commissioners. I am of opinion, therefore, that the appeal should be dismissed.

LORDS ASHBORNE, MACNAUGHTEN, JAMES OF HEREFORD, ROBERTSON, and ATKINSON concurred.—**COUNSEL, Danckwerts, K.C., A. B. Constable, and Beyfus; Sir W. S. Robson, A.G., Urs, K.C., and Robert Mure.** SOLICITORS, *Smiles & Co.; Sir F. C. Gore.*

[Reported by ESKINE REID, Barrister-at-Law.]

Court of Appeal.

ZICH v. LONDON UNITED TRAMWAYS (LIM.). No. 1. 6th April.

LANDS CLAUSES ACTS—TAKING LAND—NOTICE TO TREAT—LEASEHOLD PREMISES—SURRENDER OF LEASE AFTER NOTICE—GRANT OF NEW LEASE—LANDS CLAUSES ACT, 1845 (8 & 9 VICT. C. 18), s. 18.

After a notice to treat, under the *Lands Clauses Act, 1845*, for certain premises, which were subject to a three years' lease, had been served upon the lessor's agent, the latter by arrangement between the lessee and the plaintiff took a surrender of the lease from the lessee, and granted to the plaintiff a new lease for three years upon similar terms to those contained in the old lease. Neither the lessee nor the plaintiff knew of the notice to treat.

Held, that, as the lessor had no power to create a new interest in the land after the service of the notice to treat, the lease to the plaintiff was void, and that therefore the surrender of the old lease, which was conditional upon the grant of the new lease, was also void, and the plaintiff or the lessee, as trustee for him, was entitled to compensation in respect of the unexpired portion of the old lease.

Judgment of Jelf, J. (1908, 1 K. B. 611), affirmed.

Appeal from the judgment of Jelf, J. (reported in 1908, 1 K. B. 611). By an agreement, dated the 15th of March, 1905, one Fellowes, as agent for the mortgagees in possession of a certain shop and premises, agreed to let to one Sinclair, and Sinclair offered to take the premises for three years from the 14th of March, 1905, at a yearly rent. On the 15th of May, 1905, the defendants, having compulsory powers to take the premises under the *London United Tramways Act, 1902*, which incorporated the *Lands Clauses Act, 1845*, served notice to treat for the premises upon Fellowes, the notice being addressed to Fellowes and all other persons having or claiming any estate or interest in the premises. By an agreement dated the 23rd of January, 1906, Sinclair sold to the plaintiff the effects in the shop and premises, and agreed to stand possessed of the lease in trust for the plaintiff. In February, 1906, the plaintiff entered and Sinclair became his manager. Sinclair being desirous of transferring to the plaintiff the unexpired portion of his tenancy, an arrangement between Fellowes, Sinclair, and the plaintiff was made, under which, on the 14th of February, 1906, Sinclair agreed to surrender his tenancy, and Fellowes granted to the plaintiff a new tenancy for three years from that date upon terms similar to those contained in Sinclair's tenancy. Neither Sinclair nor the plaintiff had any notice or knowledge of the notice to treat. On the 20th of March, 1907, the defendant, without any notice to plaintiff or to Sinclair, entered upon the premises. The plaintiff having brought an action of trespass, it was agreed that the question for decision should be whether the plaintiff was entitled to compensation. The defendants contended that the lease to the plaintiff after the notice to treat was void (*Mercer v. Liverpool, St. Helen's, and South Lancashire Railway Co.*, 53 W. R. 241; 1904, A. C. 461), and that, as the original lease to Sinclair had been surrendered, there was nothing in respect of which compensation could be claimed. Jelf, J., held that the plaintiff was entitled to compensation in respect of the year ending the 14th of March, 1908, which was common to both lettings, and he gave judgment for the plaintiff. The defendants appealed.

THE COURT (GORELL BARNES, P., and FARWELL and KENNEDY, L.JJ.) dismissed the appeal. They held, upon the authority of *Doe v. Courtney* (11 Q. B. 702), that as the surrender of the old lease was conditional upon the grant of the new lease to the plaintiffs, and as the new lease was void the surrender was also void, and that therefore the plaintiff, or Sinclair as trustee for him, was entitled to compensation in respect of the unexpired portion of the old lease.—**COUNSEL, H. Dobb; Roskill, K.C., and Lyndon Macassey.** SOLICITORS, *A. E. Oubison; Stanley, Wasbrough, Doggett, & Baker.*

[Reported by W. F. BARRY, Barrister-at-Law.]

THOMSON v. HENDERSON'S TRANSVAAL ESTATES (LIM.). No. 2. 11th April.

COMPANY—WINDING-UP FOR PURPOSE OF INVALID REORGANIZATION—NOTICE OF RESOLUTION—VALIDITY OF WINDING-UP.

If sufficient notice has been given to the shareholders of intention to pass a resolution for winding up a company, and the resolution is duly passed and con-

firmed, the liquidation is not invalidated by the simultaneous passing of other ultra vires resolutions.

This was an appeal from a decision of Eve, J. The learned judge dismissed a motion brought by the plaintiff Thomson, suing on behalf of himself and other shareholders of the company, for a declaration that a resolution to wind up the company voluntarily and a resolution appointing a liquidator were invalid, and that the defendant company was not in liquidation. The motion also asked for an injunction restraining the person appointed liquidator from acting as liquidator of the company. It appeared that an extraordinary general meeting of the company held on the 24th of January, 1908, passed resolutions which are shortly as follows: (1) Approving an agreement proposed to be made between the old company and a new company which had been incorporated in Rhodesia on the 21st of January; (2) approving a reorganization scheme as amended; (3) resolving to wind up voluntarily; (4) authorizing and requiring the liquidator to offer 1,770,386 shares of the new company of £1 credited with 17s. 6d. receivable under the agreement presently mentioned for distribution amongst the shareholders at the rate of one new share for each share in the old company; (5) authorizing and requiring the liquidator to use his best endeavours to sell shares which the members should not accept within a time to be limited (not less than fourteen days), and to hold the net proceeds of sale upon trust to distribute them among the non-accepting members. These resolutions were confirmed at an extraordinary general meeting on the 6th of March following. A resolution was also passed at the last-mentioned meeting appointing Mr. J. D. Patullo liquidator of the company. Subsequently on the 6th of March a motion came before the court for a declaration that the reorganization scheme was *ultra vires* and invalid, but Eve, J., held that the scheme was valid. On appeal this decision was reversed on the 20th of March, the Court of Appeal holding that the scheme was invalid. The Court of Appeal expressed no opinion as to whether the resolution to wind up was invalid as well as the reorganization scheme. It was contended by the plaintiff on the present motion that the resolution to wind up was passed for the purpose of carrying out the reorganization scheme, and, therefore, they were one resolution and inseparable, and consequently they were both invalid. The company had availed themselves of the winding-up resolution to bring forward a new reorganization scheme which was similar to the original scheme except that it was brought within section 161 of the *Companies Act, 1862*. The plaintiff on the present motion was prepared to bring forward a scheme to carry on the company as a going concern and to put a stop to the liquidation. Eve J., dismissed the motion, with costs. The plaintiff appealed.

THE COURT (COZENS-HARDY, M.R., and FLETCHER MOULTON and BUCKLEY, L.JJ.) dismissed the appeal.

COZENS-HARDY, M.R., said that no doubt this was a question of some importance, but he could not say that it was a question in which he found much difficulty. Here a resolution for winding up the company had been passed and confirmed by the requisite majorities. It seemed to his lordship that there was no possible ground for impeaching that resolution except one—namely, whether there was good notice to the shareholders to cover such a transaction. It was plain here that the shareholders were told that five separate resolutions would be proposed, any one of which they might pass without reference to any other of them. In fact it would not have been competent to the chairman, if resolutions 1 and 2 had been rejected, to refuse to put 3 to the meeting. In other words, there was no ground for saying that these resolutions 1, 2, 3, 4, and 5 were to be regarded as one resolution, or as so interdependent that one could not be rejected and the others passed. Apart from any question on the authorities, that really disposed of the case. There had been a clear notice that a resolution would be passed to wind up the company, and that resolution had been passed and confirmed. It was true that other resolutions had been passed which had been held to be *ultra vires*, but there was no ground for holding that the resolutions were so interdependent that all must stand or fall together. Then as to the authorities, the appellants had, in the first place, relied on *Teede v. Bishop* (84 L. T. 561), but that case preceded on the ground that there was no good notice of any intention to pass a resolution for winding up except as part of and linked with the other resolutions. Then reliance was placed on a dictum of Turner, L.J., which did lend some colour to the suggestion. In *Re Imperial Bank of China* (L. R. 1 Ch., at p. 347) Turner, L.J., said: "If the resolutions for the voluntary winding up of this company had stood apart from the amalgamation, I should have thought that the petition ought to have been dismissed upon this point also; but the resolutions for winding up the company voluntarily and for amalgamation are plainly parts of the same transaction, and if the resolution cannot stand as to one part of the transaction, neither, I think, can it stand as to the other part of it; and if it cannot stand as to either, the petitioners, as it seems to me, will have a sufficient case for an order to wind up this company compulsorily." In that case, however, in the order that was actually made the court adopted the winding up and treated it as subsisting. The matter was subsequently dealt with by Bacon, V.C., in the case of *Cleave v. Financial Corporation* (L. R. 16 Eq. 363). The Vice-Chancellor read the passage just quoted from Turner, L.J.'s judgment, and said: "In my opinion, notwithstanding the passage which I have read, and it is the strongest that can be found in the case, the decision does not in the slightest degree support the notion that because a company, at a duly convened meeting, having in their contemplation two objects, one of which they could accomplish and the other they could not, resolve to do both, they cannot do either because they cannot do one." That passage was, in his (the Master of the Rolls) opinion, perfectly clear, perfectly logical, and perfectly correct. He agreed with Eve, J., that there was no ground for saying that the defendant company was not in course of being wound up. The appeal must be dismissed with costs.

FLETCHER MOULTON, L.J., was of the same opinion and for the same reasons. His lordship only wished to add that the most important resolution that a company could pass was a resolution for winding up, because the passing of such a resolution put an end to its corporate existence. Statute had prescribed certain formalities as requisite for the passing of such a resolution, and his lordship thought that it would be *possimi exempli* if, when a resolution had been passed with the requisite formalities, the courts were to go behind it and inquire into the motives of the persons who passed it.

BUCKLEY, L.J., said that by incorporation under the Companies Acts a company was constituted with a certain status, and as an incident of its existence if it passed a certain resolution its status was altered, it ceased to be what was commonly called a going company, and became a company in liquidation. In the present case he would assume that the winding-up resolution was passed to carry into effect a scheme which had not been preceded with. Then as a general proposition, if by fraud or mistake the status had been altered, did the status revert to that which it was before? In his lordship's opinion it did not. A woman did not become a spinster, for example, because she had been induced by fraud to enter into marriage. In his lordship's opinion there was nothing in the point that this step had been taken with a view to a purpose which had not been carried into effect. In the present case the meeting had been convened by a notice which specified five resolutions, separately numbered, as the business of the meeting. It was the duty of the chairman to put these resolutions separately to the meeting, and whether resolutions 1 and 2 were affirmed or negated, resolution 3 was properly put to the meeting, and, when it was voted, the status of the company was altered, whether 1 and 2 could be carried into effect or not. That was how the matter stood on principle, but they had been told that there were authorities, and a passage had been relied on in the judgment of Turner, L.J., in *Re Imperial Bank of China* (*supra*), which he (Buckley, L.J.) thought had been misunderstood. In that case the question was whether there should be a voluntary or compulsory winding up, and what the Lord Justice really said was that there was a voluntary winding up, but one made in such circumstances that it ought to be replaced by a compulsory winding up. If there had been in the present case an application to stay the winding up under section 89 of the Companies Act, 1862, the language of Turner, L.J., would have been applicable, but as matters stood it was not applicable at all. The case of *Re Imperial Bank of China* (*supra*) was no authority for the proposition put forward by the appellants. The status of the company had been altered by the passing of the resolution for winding up, and could not be brought back by the fact that other resolutions, which had been held to be *ultra vires*, had been joined with that resolution. The only other point was if it could be shown that the meeting had been convened for one purpose and the resolutions passed for another purpose. That was the position in *Teede v. Bishop* (*supra*), but in the present case the notice seemed perfectly good. The order made by the learned judge in the court below was right, and the appeal must be dismissed.—COUNSEL, P. O. Lawrence, K.C., and D. D. Robertson; Goss-Brown, K.C., and H. E. Wright. SOLICITORS, Parker & Richardson; Ashurst, Morris, Cripp, & Co.

[Reported by J. I. STEIN, Barrister-at-Law.]

High Court—King's Bench Division.

WILKINSON v. ALTON. Div. Court. 6th April.

MARGARINE—SUBSTANCE CALLED "NUT CREAM BUTTER" CONTAINING NO ANIMAL FAT—INFRINGEMENT OF SECTION 8 OF THE MARGARINE ACT, 1887 (50 & 51 VICT. C. 29).

The respondent was summoned for selling a substance called "Nut Cream Butter" without having it labelled as margarine. The analysis showed that the substance, which had all the appearance of butter, was composed wholly of nuts, and contained no animal fat at all.

Held, that this substance was "margarine" within the meaning of section 3 of the Margarine Act, 1887, although it contained no animal fat, and was a substance unknown when the Act was passed, and consequently the respondent was not entitled to sell it as he did under another name than "margarine," and free from the conditions imposed by that Act as amended by the Sale of Food and Drugs Act, 1899.

Case stated by two justices for Derby, who had dismissed an information against the respondent for unlawfully selling one pound weight of margarine by retail, the same not being in a package marked as such. At the hearing the evidence given was to the effect that the substance of which the sample consisted contained no animal fat, and was a compound unknown at the date of the Margarine Act, but consisted wholly of nuts, and was first made about five years ago. It was stated that up to the date of the passing of the Act of 1887 all margarine, commonly so called, was made of animal fat, and that the name was then, and had ever since, been ordinarily applied to compounds containing animal fat, and no others. The appellant, an inspector under the Act, contended that the sample having all the appearance of butter, and labelled by the respondent "Nut Cream Butter," was a substance prepared in imitation of butter, and was margarine within section 8 of the Margarine Act, 1887. The respondent submitted that the definition of margarine in the Act could not apply to a compound containing no animal fat, and unknown when the Act was

passed; and that, not being margarine, it was rightly sold as "Nut Cream Butter."

THE COURT (LORD ALVERSTONE, C.J., and RIDLEY and DARLING, JJ.) allowed the appeal.

LORD ALVERSTONE, C.J., said the Margarine Act was a somewhat peculiar one to construe, but it was quite clear that the object of the Legislature was that everything prepared so as to look like butter, but which was not butter in fact, should not be offered for sale unless labelled margarine. The evidence was that the purchaser of the sample asked the defendant's wife, who was serving in the shop, for a pound of butter, and was asked "What do you want?" Whereupon he inquired the prices, and she replied, "Table butter, 10d., and walnut, 1s." He said he would take a pound of that at 10d. She then took from an open shelf, a one pound package containing a substance that looked like butter enclosed in a cardboard box on which was printed "Nut Cream Butter," with other words, but not the word "margarine." On being told that it had been purchased for analysis the woman replied, "We sell this as nut cream butter; we do not sell any animal fats at all. It is not sold as butter, but as 'nutter,' and it is a vegetable butter." In the face of this evidence the justices found that the substance was prepared to look like butter; indeed, they could hardly have done otherwise. Taking the section [which his lordship read] and the facts found together, the point did not, in his opinion, admit of much argument. The justices ought to have convicted. The appeal must therefore be allowed.

RIDLEY and DARLING, JJ., concurred. Appeal allowed with costs.—COUNSEL, J. H. Etherington Smith; McCardis. SOLICITORS, Sharpe, Parker, & Co., for G. Trevyan Lee, Derby; Braby & Macdonald.

[Reported by ESKINE REID, Barrister-at-Law.]

ROYAL COLLEGE OF VETERINARY SURGEONS v. COLLINSON.

Div. Court. 7th April.

VETERINARY SURGEON—QUALIFICATION—"CANINE SPECIALIST"—MISLEADING DESCRIPTION—VETERINARY SURGEONS ACT, 1881 (44 & 45 VICT. C. 62), s. 17.

Held, that the description "Canine specialist; dogs and cats treated for all diseases," exhibited by the respondent after his name on a board outside his residence was a wrongful taking of "an addition or description stating that he was a veterinary surgeon or a practitioner of veterinary surgery or of a branch thereof, or was specially qualified to practise the same," which as he was not on the register of veterinary surgeons was an offence within section 17 of the Veterinary Surgeons Act, 1881.

Case stated by justices for the borough of Kingston-upon-Thames on information preferred on behalf of the appellants, the Royal College of Veterinary Surgeons, under the Veterinary Surgeons Act, 1881, against the respondent Matthew Collinson for that he, then not being on the register of veterinary surgeons, and not holding at the time of the passing of that Act the Veterinary Certificate of the Highland and Agricultural Society of Scotland, did unlawfully use and take an addition and description, to wit, "Canine specialist; dogs and cats treated for all diseases," stating thereby that he was specially qualified to practise a branch of veterinary surgery contrary to section 17 of the said statute. The justices acquitted the respondent. The appellant appealed, and his counsel submitted that the facts of the case were not distinguishable from *Royal College of Veterinary Surgeons v. Robertson* (1892, 5 Q. B. 557). He also cited *College of Veterinary Surgeons v. Groves* (57 J. P. 505). No one appeared for the respondent.

LORD ALVERSTONE, C.J., said he thought the decision of the magistrates was wrong. The words of the preamble of the Act were—"Whereas it is expedient that provision be made to enable persons requiring the aid of a veterinary surgeon for the cure or prevention of diseases in or injuries to horses and other animals, to distinguish between qualified and unqualified practitioners"; and in section 2 it was enacted that "veterinary surgery" meant the art and science of veterinary medicine." There was no definition of the word "veterinary" in this or, so far as he knew, in any other Act. It was clear that in the case of animals, who cannot speak for themselves, the people who treated animals should be persons with some recognized qualification. Section 17 enacted that: "If any person, other than a person who for the time being is on the register of veterinary surgeons, or who at the time of the passing of this Act held the veterinary certificate of the Highland and Agricultural Society of Scotland, takes or uses the title of veterinary surgeon or veterinary practitioner, or any name, title, addition or description stating that he is a veterinary surgeon or a practitioner of veterinary surgery or of any branch thereof, or is specially qualified to practise the same, he shall be liable to a fine not exceeding twenty pounds." That section was intended to deal with cases where a person who did not call himself a veterinary surgeon or a practitioner of veterinary surgery, but indicated by an addition or description that he was specially qualified to practise the same. In his opinion the present case was a stronger case of an infringement of the statute than that of *Royal College of Veterinary Surgeons v. Robertson*, and indeed he doubted if he should have decided that case in the same way. A man who put up the words "Veterinary Forge" meant to imply that he was a good smith, because he understood the anatomy of horses' feet, and what the man did in that case was much further from describing himself as qualified to deal with diseases than the respondent in the present case. He did not decide this case on that authority, but there was nothing in it which ought to lead him to take a different view of the words now in question.

RIDLEY and DARLING, JJ., agreed. The appeal was therefore allowed and the case remitted to the magistrates.—COUNSEL, Morlan Smith. SOLICITOR, George Thatcher.

[Reported by ESKINE REID, Barrister-at-Law.]

THE KING v. JUSTICES OF MIDDLESEX (WHO ARE MEMBERS OF THE MIDDLESEX COUNTY COUNCIL) AND THE KING v. COUNTY COUNCILLORS OF MIDDLESEX (WHO ARE JUSTICES OF MIDDLESEX). Ex parte HENDON UNION. Div. Court. 7th April.

JUSTICES—DISQUALIFICATION—BIAS—ASSESSMENT APPEAL.

The chairman and certain justices of Middlesex, some of whom were members of the Middlesex County Council, and others county councillors of Middlesex, sat at quarter sessions to determine appeals by the Metropolitan Electric Tramways (Limited) against two rates made by the Assessment Committee for the Hendon Union and the overseers for the parish of Hendon. The ground of the appeal by the tramways company was that an insufficient deduction from the gross estimated rental had not been made in arriving at the rateable value. The Assessment Committee took objection to the appeals being heard by the court as constituted, alleging that there was a probability of bias which disqualified some of the court from sitting to hear the appeals. It was suggested that the amount of the rates levied would affect the profits of the tramways company, which, as the county council who had leased the undertaking to the company received a rent varying on the profits made, gave them a pecuniary interest in the result of the appeals, although only as trustees. Further, it was said that after the feeling which had been freely expressed in the district, the public might not be satisfied as to the fairness of the decision, because it might be said that those who took part in it were the landlords of the appellant company.

Held, that as here none of the justices had any personal pecuniary interest in the result of the appeals, the test to be applied was whether the facts would suggest to the mind of any reasonable man that the justices would be biased in giving their decision. On the facts no such suggestion could be drawn, and the allegation of possible bias could not, therefore, be upheld.

These were two rules nisi for a writ of prohibition to certain justices forbidding them to hear appeals by the Metropolitan Electric Tramways Co. (Limited) against two rates for the relief of the poor and for other purposes chargeable thereon made for the parish of Hendon on the 24th of October, 1906, and the 1st of May, 1907, on the ground of possibility of bias. The tramways company gave due notice against the rates in question to the Middlesex Quarter Sessions, and on the 1st of February, 1908, at the adjourned Middlesex Quarter Sessions, Sir Ralph Littler sat as chairman with other justices for the purpose of hearing the appeals. The chairman was also the chairman of the Middlesex County Council, and other justices sitting on the 1st of February, 1908, were members of that council. The assessment committee, the respondents, took objection to the appeals being heard by the court as then constituted, on the ground that those magistrates who were members of the Middlesex County Council were disqualified from sitting to try them. The objection was overruled, but the hearing of the appeals was adjourned to the 22nd of February. The Middlesex County Council were owners of the assessed hereditaments which were in the occupation of the tramways company. The question at issue between the tramways company and the assessment committee and overseers was whether a sufficient deduction had been made from the gross estimated rental in order to arrive at the rateable value. It was submitted in support of the rule that the amount of the profits of the tramways undertaking and the share of the profits which would accrue to the county council would be materially affected by the result of the appeals, and that the justices who were members of the county council had therefore such a substantial interest in the hearing of the appeals that they might reasonably be suspected of bias. Affidavits by Sir Ralph Littler and Mr. Montague Sharpe, the deputy-chairman of the Middlesex Quarter Sessions, were read by counsel who appeared to show cause against the rules. It was submitted that the difference which any increase or decrease in the rateable value of the tramway would be so small that no reasonable man would be influenced by it, more especially where, as here, they were merely trustees, and the judgment of Fry, L.J., in *Leeson v. General Medical Council* (43 Ch. D. 366), and Lord Esher's judgment in *Allinson v. General Medical Council* (1894, 1 Q. B. 750) were referred to.

Lord ALVERSTONE, C.J., in giving judgment, said two points were raised by the applicants for the rule: first, they said that the justices had some pecuniary interest, and any pecuniary interest, however small, would disqualify the justices from sitting to hear the appeal. But while that was undoubtedly so, the highest at which it could be put in this case was that they were members of a body, which body, as trustees, not levying rates itself, might receive a sum of money differing slightly according to the amount of the rates levied on the tramways. Therefore here that ground of objection failed. Then it was said that the public might think that the decision by these justices would possibly be biased. The county council owned a tramway which it leased to a company, and received from that company 5 per cent. on a capital outlay and 45 per cent. on the net income; and in ascertaining that net income the rates were to be deducted from the gross income. It was suggested that there was a possibility that these gentlemen, as members of the county council, were likely to be biased. In his opinion that would be a great deal too far-fetched a view. These were not facts on which the court ought to find a possibility of bias in the minds of reasonable people.

RIDLEY and DARLING, JJ., gave judgment to a like effect. Rule discharged.—COUNSEL, *Estace Hills*: Page, K.C., and Walter Ryde; Turner. SOLICITORS, D. R. Seames; Sir Richard Nicholson; H. C. Godfray.

[Reported by BRACKEN REID, Barrister-at-Law.]

BIRSTALL CANDLE CO. v. DANIELS. SAUNDERS, Claimant.

Div. Court. 13th April.

EXECUTION—WRIT OF, SENT TO ANOTHER COUNTY COURT—TIME WHEN GOODS OF JUDGMENT DEBTOR BOUND—SALE OF GOODS ACT, 1893 (56 & 57 VICT. c. 71), s. 26—COUNTY COURTS ACT, 1888 (51 & 52 VICT. c. 43), s. 158.

Where a warrant of execution is issued to the high bailiff of a county court and

no goods of the judgment debtor being found in the jurisdiction of that court, the warrant is sent, under section 158 of the County Courts Act, 1888, to another county court in the jurisdiction of which goods of the judgment debtor are believed to be, the time when the writ is delivered to the proper officer to be executed, within the meaning of section 26 of the Sale of Goods Act, 1893, so as to bind the property in the goods of the execution debtor, is the time when it is delivered to the high bailiff on the second occasion.

Appeal from the county court. A judgment creditor applied in the Dewsbury County Court for a warrant of execution against the judgment debtor at 11.30 a.m. on the 18th of July, and the warrant was in the hands of the high bailiff of the Dewsbury County Court by 4.30 p.m. on the same day. The judgment debtor, who was resident within the jurisdiction of the Merthyr Tydvil County Court, at 5.30 p.m. on the same day executed a creditor's deed of goods and chattels within the jurisdiction of the Merthyr Tydvil County Court. On the evening of the 18th of July, it appearing that the judgment debtor had no goods and chattels within the jurisdiction of the Dewsbury County Court, the warrant of execution was sent, under section 158 of the County Courts Act, 1888, to the registrar of the Merthyr Tydvil County Court, who received it on the 19th of July. Goods assigned under the creditor's deed were seized under the warrant. The trustee of the creditor's deed claimed the goods, and in an interpleader issue the county court judge of Merthyr Tydvil held that the writ of execution did not bind the goods of the execution debtor in the jurisdiction of the Merthyr Tydvil County Court until the warrant was delivered to the Merthyr Tydvil high bailiff, and that therefore the claimant was entitled to the goods. The judgment creditor appealed. By section 26 of the Sale of Goods Act, 1893: (1) "A writ of *fiat facias*, or other writ of execution against goods, shall bind the property in the goods of the execution debtor as from the time when the writ is delivered to the sheriff to be executed. . . . (2) "In this section the term 'sheriff' includes any officer charged with the enforcement of a writ of execution." By section 158 of the County Courts Act, 1888: "In all cases where a warrant of execution shall have issued against the goods and chattels of any person . . . and . . . his goods and chattels shall be out of the jurisdiction of the court, it shall be lawful for the high bailiff of the court to send the warrant of execution . . . to the registrar of any other court within the jurisdiction of which . . . his goods and chattels shall then be, or be believed to be, with a warrant thereto annexed under the hand of the high bailiff and seal of the court from which the original warrant or order issued, requiring execution of the same, and the registrar of the court to which the same shall be sent shall seal or stamp the same with the seal of his court, and issue the same to the high bailiff of his court. . . ."

RIDLEY, J.—I think the decision of the county court judge was right. The question is, what is the time when the writ is delivered to the proper officer to be executed within the meaning of section 26 of the Sale of Goods Act, 1893. If we were to hold that the time is when the writ was delivered to the high bailiff of Dewsbury, we should be faced by this difficulty: If after that time and before the writ was delivered to the Merthyr Tydvil high bailiff there was another execution in the Merthyr Tydvil jurisdiction, how could it be said that the writ from Dewsbury was to override the Merthyr Tydvil writ and force the high bailiff of the latter place to relinquish possession? Having regard to the embarrassment which would arise on this construction, I am of opinion that, although it is the original warrant which is ultimately issued, the time when the writ was delivered to the proper officer to be executed in this case within the meaning of section 26 of the Sale of Goods Act, 1893, was when it was delivered into the hands of the high bailiff of Merthyr Tydvil. I do not think our decision is in conflict with that in *Murgatroyd v. Wright* (24 T. L. R. 517).

DARLING, J., delivered judgment to the same effect.—COUNSEL, *Cavanagh*; J. Sankey. SOLICITORS.

[Reported by C. G. MORAN, Barrister-at-Law.]

Bankruptcy Cases.

Re POPE. Ex parte THE TRUSTEE. C.A. No. 2. 28th March; 13th April.

BANKRUPTCY—POST-NUPTIAL SETTLEMENT—PURCHASER FOR VALUE—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 47.

Within two years of his bankruptcy a husband executed a settlement in favour of his wife in consideration of her refraining from taking proceedings against him for divorce.

Held, by Cozens-Hardy, M.R., and Fletcher Moulton, L.J., Buckley, L.J., dissenting, that the wife was a purchaser for valuable consideration, and that the settlement ought not to be avoided under section 47 of the Bankruptcy Act, 1883.

Appeal from a decision of Bigham, J., refusing to set aside a post-nuptial settlement made by the bankrupt. Upon the 9th of April, 1906, the bankrupt executed a post-nuptial settlement assigning certain property to trustees for the benefit of his wife and infant children. The settlement purported to be executed in consideration of natural love and affection. Upon the 20th of September, 1907, the settlor was adjudicated a bankrupt, and his trustee shortly afterwards moved to set aside the settlement on the ground that it was made within two years of the bankruptcy of the settlor and was not made in favour of a purchaser or incumbrancer in good faith and for valuable consideration: Bankruptcy Act, 1883, s. 47. The case came on for hearing before Bigham, J., on the 10th of February, 1908, when the wife was called on behalf of the trustees of the settlement and gave evidence to the effect that prior to the execution of the settlement she had discovered that her husband had been guilty of adultery and threatened to take proceedings against him for

divorce unless he executed the settlement. Bigham, J., believed the story of the wife, and held that her refraining from taking divorce proceedings in consideration of the execution of the settlement constituted her a purchaser in good faith and for valuable consideration within section 47 of the Bankruptcy Act, 1883. Counsel for the appellant did not dispute the veracity of the wife's evidence, and admitted that she had given good consideration under the statute of Elizabeth, but contended that she was not a "purchaser" within the meaning of section 47 of the Bankruptcy Act, 1883. The word "purchaser" was, in this connection, first introduced into bankruptcy law in section 91 of the Bankruptcy Act of 1869, and must be intended to mean a purchase in the commercial sense of the word. A person who gives up some legal right in order to get a benefit cannot be said to be a "purchaser." They cited *Ex parte Hillman, Re Pumphrey* (27 W. R. 567, 10 Ch. D. 622), *Hance v. Harding* (36 W. R. 629, 20 Q. B. D. 732), and *Ex parte Salaman, Re Parry* (52 W. R. 256; 1904, 1 K. B. 129). Counsel for the respondents contended that giving up a right in order to purchase a benefit was the same thing as giving money or other property. They cited *Callischer v. Bischoffshelm* (L. R. 5 Q. B. 449) and *Miles v. New Zealand Alfred Estate Co.* (34 W. R. 669, 32 Ch. D. 268). The Court reserved judgment.

April 13.—THE COURT delivered the following written judgments:

COZENS-HARDY, M.R.—The question in this appeal is whether a post-nuptial settlement, executed by the bankrupt within two years of his bankruptcy, is avoided by section 47 of the Bankruptcy Act, 1883. Mr. Justice Bigham has found as a fact that the settlement was executed in pursuance of a bargain made between the bankrupt and his wife that she would not take proceedings against him in the Divorce Court on the ground of matrimonial misconduct if he would settle the property upon her, and the learned judge held that the case was brought within the exception in section 47 as being a settlement "in favour of a purchaser or incumbrancer in good faith and for valuable consideration." No consideration is mentioned on the face of the settlement, but this is not material, for consideration may be proved by parol testimony. Nor is it disputed that there was good faith on the part of the wife, who honestly threatened to take proceedings in the Divorce Court; but it is contended that the settlement was not made "in favour of a purchaser" and "for valuable consideration." I am unable to follow this argument. That there was valuable consideration is plain, having regard to the finding of the judge as to the bargain. It is decided by authority, which binds us, that the word "purchaser" is not equivalent to "buyer" in the sense in which that word is used in commercial transactions—*Hance v. Harding* (20 Q. B. D. 732); and, on the other hand, that it is something more than a conveyancing term and is not satisfied by a deed, such as an assignment of leaseholds, which might suffice to render the assignee a "purchaser" within the statute of 27 Eliz. c. 4: *Ex parte Hillman, Re Pumphrey* (10 Ch. D. 622). I think it means a person who has given something in consideration of the settlement, or, to use the language of Sir James Hannen, a *quid pro quo*. Now, in the present case the wife bargained that she would not commence proceedings in the Divorce Court, her costs in which proceedings would have been payable by the husband whatever the result of the proceedings might have been—see rule 158. This was, in truth, a pecuniary payment from which he was relieved. Moreover, these proceedings might have resulted in an order for alimony. I mention these pecuniary elements, although I do not think it possible to overlook the fact that as part of the consideration for this settlement the husband procured his escape from public exposure in the Divorce Court. I am unable to adopt the view that there must be either money or physical property given by the purchaser in order to bring the case within the exception. In my opinion the release of a right or the compromise of a claim, not being a merely colourable right or claim, may suffice to constitute a person a "purchaser" within the meaning of section 47. I am not pressed by the words "purchaser or incumbrancer," for I think they only mean that the exception is to apply whether the person taking under the settlement, which by section 3 includes any conveyance or transfer of property, takes the absolute interest or only a mortgage. For these reasons, which are substantially those given by Mr. Justice Bigham, I think the appeal fails and must be dismissed with costs.

FLETCHER MOUTON, L.J., stated that he had read the judgment of the Master of the Rolls, and entirely concurred in it.

BUCKLEY, L.J., read the following dissenting judgment: The settlement, although not so expressed upon its face, was executed in consideration of the release by the wife of an existing right to relief for matrimonial offences. Bigham, J., has found that as a fact. The question is whether such a release (which no doubt is valuable consideration) constituted her a "purchaser" for valuable consideration within section 47 of the Bankruptcy Act, 1883. It has been decided in this court that a "purchaser" means a "buyer" in the ordinary commercial sense, not a purchaser in the legal sense of the word: *Ex parte Hillman, Re Pumphrey* (10 Ch. D. 622). But the words "in the ordinary commercial sense" must not be pressed too far. From the decision, also in this court, in *Hance v. Harding* (20 Q. B. D. 732) it results, first, that the purchaser need not give the commercial value or contractual value of the property—that it is sufficient that property be given—and, secondly, that the purchaser need not purchase for himself, but may purchase for others. It remains, however, to consider whether the surrender of rights not capable of being measured by pecuniary equivalent can constitute the surrenderor a purchaser. There is no case, as far as I know, and counsel have not been able to refer to any, in which the point has been decided. A decision that a surrender of such rights constitutes a purchaser for this purpose will obviously be of very far-reaching effect in the law of bankruptcy. The word "purchaser" is found in this connection for the first time in section 91 of the Bankruptcy Act, 1869, and is repeated in section 47 of the Bankruptcy Act, 1883. The earlier

statute of 1849, section 126, did not, nor did the Acts 1 James 1, c. 15, s. 5, and 6 Geo. 3, c. 16, s. 73, contain the word. In those Acts the language was only "for some valuable consideration." Under the present Act the inquiry must be whether the person was (1) a purchaser, and (2) gave valuable consideration. The language of the section is "purchaser or incumbrancer in good faith and for valuable consideration." The words "in good faith" exclude colourable transactions. The inquiry, therefore, must be whether the transaction, being a real one, is for valuable consideration, and for such valuable consideration as constitutes the giver a purchaser—that is, a buyer. The language requires that some persons who give valuable consideration shall be excluded. For, if not, why add to the language of 1849 the word "purchaser," which was not inserted before? And, apart from that consideration, why say "purchaser for valuable consideration," when the words "for valuable consideration" import all that is intended? The person who comes within the section must satisfy two requisites—first, he must give valuable consideration, and, secondly, he must give it as a purchaser. Valuable consideration may consist in the giving of property or in the giving or surrender of something which is not property, something which is not measured by any pecuniary equivalent. The purchaser for valuable consideration within this section must be, I think, a person who gives such a valuable consideration as justifies his being described as a purchaser or buyer. That is only satisfied when the valuable consideration is money or property or something capable of being measured by money. It does not, I think, extend to the surrender of such a right as the right to relief for matrimonial offences. For these reasons I think that section 47 avoids this settlement, and that this appeal ought to be allowed. But, as the majority of the Court are not of my opinion, the appeal will be dismissed.—COUNSEL, Herbert Reed, K.C., and Frank Mellor; C. A. Russell, K.C., and Clayton; A. T. Bucknill. SOLICITORS, Collyer & Collyer; Beaumont & Sons.

[Reported by P. M. FRANKS, Barrister-at-Law.]

Solicitors' Cases.

LASKEY v. RUNTZ. Eve, J. 27th and 31st March.

FRIENDLY SOCIETY—UNINCORPORATED SOCIETY—PARTIES ENABLED BY STATUTE TO SUE OR BE SUED ON BEHALF OF THE SOCIETY—RIGHT OF SOCIETY TO APPOINT THE SOLICITORS OF THE LITIGATION—DUTY OF NOMINAL PARTIES TO DEFER TO THE INSTRUCTIONS OF THE SOCIETY—FRIENDLY SOCIETIES ACT, 1829 (10 GEO. 4, c. 56), s. 21.

The Birkbeck Building Society is an unincorporated society established under the Friendly Societies Act, 1829, and rules framed under the Act. The society has trustees to hold its property and to represent it for the purposes of litigation. A question having arisen between the board of management and the trustees as to the solicitors to be appointed to conduct certain litigation,

Held, that the trustees were merely nominal parties and the society was the litigating party, consequently the trustees were bound to obey the directions of the society as to the appointment of the solicitors.

The Birkbeck Permanent Benefit Building Society was established in 1851. It has not been incorporated; its constitution and procedure are regulated by the Friendly Societies Act, 1829 (10 Geo. 4, c. 56), and rules framed under the Act. Rule 12 provides that the affairs of the society shall be managed by one or more trustees, treasurers, solicitors, and surveyors, a board of directors not exceeding nine, two auditors, and a manager, all of whom, except the manager, solicitors, and surveyors, shall be entitled to vote at all meetings. By rule 15 the estates, money, deeds, and all other property belonging to the society shall be taken and received in the names of the trustees for the time being. Rule 16 provides that the trustees shall do no act in their official capacity without a written order signed by the chairman of the board of directors and countersigned by the manager. Rule 17, that the trustees shall be indemnified by the society for all acts done in their official capacity. By rule 22, "In all cases where it shall be necessary to bring or defend any action, suit, or prosecution at law or in equity touching or concerning the property or assets, rights or claims of the society, such suit shall be brought and defended in the names of the trustees, who shall be held harmless, and indemnified from all losses, costs, damages, and expenses incurred in bringing or defending such action or suit." Section 21 of the Friendly Societies Act, 1829, after providing for the vesting of the property of the society in the treasurer or trustee, is to the effect that such person, if duly authorized by consent of a majority of members present at any meeting of the society, shall and may in all cases concerning the property, rights, or claims of the society, sue and be sued in his proper name as treasurer or trustee of such society, without other description, and that no such suit, action, or prosecution shall be discontinued or abate by his death or removal from office, but the same shall and may be proceeded in by the succeeding treasurer or trustee in the proper name of the person commencing the same, and such succeeding treasurer or trustee shall pay or receive like costs as if the action or suit had been commenced in his name for the benefit of, or to be reimbursed from, the funds of the society. It appeared that the Birkbeck Building Society had two trustees in whose names the general investments were held, but that there were certain investments held in their names with the addition of two other members of the managing body. In 1906, in respect of the last mentioned investments it had become necessary to institute three actions to realize the securities, and in these actions Messrs. Leggett & Carruthers were employed by the trustees as their solicitors on the instructions of the society represented by the board of management. It was quite clear on the evidence, so Mr. Justice Eve found, that the trustees

recognized that the right to nominate and instruct the solicitors, and the payment of the solicitors lay with the society and not with the trustees individually. In July, 1907, a majority of the board of management decided to change their solicitors, and appointed Messrs. Rubinstein, Myers, & Co. In consequence of the attitude adopted by one of the trustees, a motion was brought in the above action asking for an injunction restraining the defendants from interfering with the appointment of Messrs. Rubinstein, Myers, & Co. as solicitors for the nominees or trustees of the society. A motion by the defendant Runtz, asking that a notice of the change of solicitors should be taken off the file, came on for hearing at the same time.

EVER, J., after referring to the rules and the Friendly Societies Act, 1829, said: The first question which I have to consider here is, is the litigation commenced against or by these trustees the litigation of the trustees? Or, is it in effect the litigation of the society in which these trustees are merely nominal parties? Since this motion was last before me I have looked into some of the earlier Acts, under which the affairs of bodies of this sort were regulated, and I find that it is no uncommon practice to introduce into such a section as section 21 of the Act 10 Geo. 4, c. 56, a statement describing the treasurer, trustee, or officer in whose name or against whom actions had to be brought as a nominal party, and in those cases it would, of course, have been absurd to argue that the litigation was other than the litigation of the body for which he was acting as a nominal party. *Wormsley v. Hailstone* (6 Bing. 668)—[His lordship read an extract from the judgment of Tindal, L.C.J.]—seemed to be an authority that where the officer who has to represent the society is an officer in whose name actions may be brought or against whom actions may be brought, he is merely, although not so stated in terms, a nominal party, and that the real litigant is the society or body of which he is an officer. Under the circumstances, having regard to the fact that section 21 of the Friendly Societies Act, 1829, is really repeated in the society's rules, and particularly in rule 22, I have come to the conclusion that as a matter of law the trustees of the society are merely nominal parties to the proceedings, and the real litigating party is the society, and that in conducting litigation whether as plaintiffs or defendants it is the bounden duty of the trustees to obey the directions of the real litigants in the matter: *Heinrich v. Sutton* (19 W. R., p. 515). [His lordship then referred to the facts, and said:] It seems to me that it is open to a number of gentlemen acting in a corporate capacity, as it is undoubtedly open to individuals, without any reason assigned, to say, "I desire to be represented in future litigation or in the further proceedings in pending litigation by a different solicitor." Such an attitude casts no reflection either on the professional ability or probity of the discharged solicitor. It is only an instance where a person employing a solicitor asserts the right, which he undoubtedly has, of determining that appointment upon terms fair and honest towards the solicitor. Here it is abundantly clear from the resolutions which have been passed and the evidence which is before me, that the majority of the managing body of this society desire that their solicitor should be changed. They have a right to express that desire, and it seems to me that when they come to the court and establish that with them rests the right to say which solicitor is to be employed, I should be disregarding their own rights if I were not to give effect to the wishes which they so clearly express. Relief was given in the form of the motion until judgment or further order. The motion to take off the file the notice of change of solicitors was dismissed, the costs to be costs in the action.—COUNSEL, *Upjohn, K.C., Buckmaster, K.C., Wurtzburg, and Earle; P. O. Lawrence, K.C., Danckwerts, K.C., Jessel, K.C., Martelli, K.C., and Coss-Hardy*. SOLICITORS, *Rubinstein, Myers, & Co.; Leggatts & Carruthers*.

[Reported by A. S. ORR, Barrister-at-Law.]

Societies.

The Annual Meeting of the Bar.

The annual general meeting of the Bar will be held in the Old Dining Hall of Lincoln's-inn, on Tuesday, the 5th day of May, 1908, at 4.15 o'clock. The Attorney-General will preside.

In accordance with the regulations the General Council of the Bar will submit its accounts to the meeting, together with a statement of the proceedings of the past year, and a record of the attendances of the elected members of the council at its meetings.

Notice of the following resolutions has been received:—Mr. R. V. BANKS to move: "That the answering of legal questions in newspapers or periodicals at a salary or at ordinary literary remuneration is not contrary to professional etiquette provided that the name of the barrister giving the answer is not disclosed to the public nor directly or indirectly brought to the knowledge of the person asking the question."

Mr. E. TINDAL ATKINSON, K.C., to move: "That this meeting declines to adopt the resolution of the Council, dated the 9th of December, 1907, set out on page 22 of the Annual Statement, and is of opinion that the answering of legal questions in newspapers or periodicals at a salary or at ordinary literary remuneration is unprofessional."

Mr. FRANK NEWBOLT to move: "(1) That in the opinion of this meeting of the Bar it is contrary to the etiquette of the profession for counsel to give an opinion, whether printed in a periodical or not, for less than one guinea and a clerk's fee. (2) That in all future elections to the General Council of the Bar no outgoing member shall be eligible for re-election until the expiration of one year from his ceasing to hold office."

Law Students' Journal.

The Council of Legal Education.

The following is the result of the Easter examination of students of the Inns of Court, held in Lincoln's-inn Hall on the 6th, 7th, 8th, 9th, and 10th of April. L.I. means Lincoln's-inn; I.T., Inner Temple; M.T., Middle Temple; and G.I., Gray's-inn.

ROMAN LAW.

The following students passed in Roman Law:—

Class I.—Varagaweri Venkatesa Subramania Aiyar, L.I.; Edward Charles Ponsonby Lascelles, I.T.; John Lhind Pratt, and Berthold George Tours, M.T.

Class II.—Mahomed Shakir Ali and Mohiddin Khan Azad, L.I.; John Robert Theodore Baboneau, G.I.; Thomas Berkeley Berkeley, I.T.; Sarat Kumar Chakravarti, G.I.; Lal Chand, M.T.; Maung Hla-pe, L.I.; Arnold Kram Hoon, G.I.; Arunachalam Mahadeva, L.I.; Ardeshir Maneckji Masani and Donald Ogilvy Morris, M.T.; John Hope Simpson, L.I.; Subramanyam Vepa, M.T.; Arthur John Withycombe, G.I.

Class III.—Syed Wasiuddin Ahmad, Maxwell Hensley Anderson, and Percy Francis Atkin, M.T.; Maung Ba Kyaw, L.I.; Sohrab Byramji Banaji, M.T.; Dalgairns Arundel Barker and Cyril Gwynne Sedley Barnes, I.T.; Maung Ba Thein and Ba Thit, M.T.; Harold Lansdowne Beale, L.I.; Thomas George Bedford, John Bell, and Kiran Chandra Bose, M.T.; Thomas Walter Colby Carthew, I.T.; Ernest Washington Chance, G.I.; William Irwin Robert Crowder and William Martin Cubitt, I.T.; Frank Dargan and Paul August Felix David, M.T.; Willie Ernest David-Devis and Samuel Victor Lino Davies, L.I.; Walter Tyrel De Poix, I.T.; George Cyril Dickson, L.I.; Thomas Hubert Donaldson, Kenneth Francis, Percy William French, and John Frederick Gennings, M.T.; Pierre Georges Edmond Gide, L.I.; Mervyn Henry Barnes Goody and George Charles Guest, I.T.; Bernard Guinsberg, G.I.; John Owen Hickman, L.I.; Francis William Hoole, I.T.; Choudhari Murtaba Hosain, G.I.; William Reginald Howard, M.T.; Syed Shumsul Huque, L.I.; Alexander Raymond Inglis, I.T.; Mohamedally Tyebjee Kaderbhoy, G.I.; Dharam Naram Kak, M.T.; Mul Chand Kapur, G.I.; Bhojraj Lalchand Kundanani, L.I.; Charan Singh Laull and Victor Osbond Lessey, G.I.; Mukhbain Singh Malik, M.T.; Coimbatore Soobra Mani, L.I.; William Stanley Meeke, M.T.; Syed Zafer Mehdi, G.I.; Richard Tudor Millward, Prithiraj Mitter, and John William Myers, M.T.; Kanwar Narain, L.I.; Kannepalli Venkata Lakshmi Narasimham, M.T.; Diwan Dina Nath, L.I.; Joseph Sinclair Nicholson, I.T.; Tom Edgar Norton, L.I.; Geoffrey Norman Orme, Ingram Ilbert Owen, and Ratnasabapathy Sri Pathmanathan, I.T.; Herbert Peck, L.I.; Frederick William Pepperell, I.T.; Ram Bahadur Pershad and Walter Fitzroy Frederic Prins, M.T.; Andrew Banks Raffle, G.I.; Sri Ram and Harry Sacher, M.T.; Brahma Sahay, L.I.; Paul Sammy, G.I.; Alan John Lance Scott, I.T.; Nosser Fardoonji Seervai and Shah Amichand Melachand, G.I.; Alexander Shaw, I.T.; Har Bakhsh Singh, G.I.; Gordon Smith, L.I.; Arthur Eric Willoughby Steward, I.T.; Arthur John Newman Tremearne and Maneklal Mulshanker Vyas, G.I.; John Erskine Hedderwick Walton, I.T.; Arthur James Wells, L.I.; Ralph Douglas Weston and James Whitehead, G.I.; William Henry Winter and Sino Qui Wong, M.T.; Samuel Worthington, I.T.; Cecil Hubert Wright-Ingle, M.T.

Examined, 148; passed, 102. Seven candidates were ordered not to be admitted for examination again until the Michaelmas examination, 1908.

CONSTITUTIONAL LAW AND LEGAL HISTORY.

The following students passed in Constitutional Law (English and Colonial) and Legal History:—

Class I.—William Montagu Hughes-Hughes, I.T.

Class II.—Laurence Henry Arndt, G.I.; William Edward Pears Done, William Henry Gingell, and Wilfrid Arthur Greene, I.T.; John Leopold King, G.I.; Israel Isidore Rubinowitz, I.T.; John Hope Simpson, L.I.; Berthold George Tours, M.T.

Class III.—William Valentine Aldridge, M.T.; Mir Fuzlai Ali, G.I.; Maung Ba Dun and Maung Ba Kyaw, L.I.; Thomas Baileton and Oswald Laurence Bancroft, I.T.; Nripendra Nath Basu, G.I.; Ba Thit, M.T.; Edgar William Battenberg, G.I.; Thomas George Bedford, M.T.; Charles Frederic Belcher, G.I.; Eastman Bell, I.T.; John Bell and Tristram de la Poer Berestord, M.T.; Vincent Frederick Biscoe, I.T.; Jal Khursedji Ruttonji Bomanji, G.I.; Mulraj Buxi, M.T.; William Gordon Campbell, G.I.; Edmund Tucker Carver, L.I.; Sarat Kumar Chakravarti, G.I.; Krishna Raghunath Chandorkar, L.I.; Reginald Charles Arthur Close, I.T.; Frederick William Pepsy Cockerell, L.I.; William Strachan Coutts and Philippe Joseph Cuyllits, M.T.; Sohrab Limjibhai Daver and Thomas Dell, G.I.; Eustace Charles De Neufville, M.T.; Francis Bridges Dutton, L.I.; Frank Noel Evans, M.T.; Alexander Charles Farquharson and John Foreman, M.T.; Dharendra Chunder Ghose, L.I.; Hemantakumar Ghose, G.I.; Leslie Gordon, M.T.; William Frederic Gowers, I.T.; Francis Carleton Greene, G.I.; Hugh Greer, Wilfred George Carlton Hall and John Owen Hickman, L.I.; Benjamin Honour, M.T.; Choudhari Murtaba Hosain, G.I.; Henry Vaughan Hunt and Christopher Salkeld Hurst, I.T.; George Louis Hutchinson, G.I.; Walter Howell Williams Idris, M.T.; Douglas Illingworth, Kenneth McIntyre Kemp, and Robert Walter Edmund Knollys, I.T.; Moung Kyin, L.I.; Alfred Letchworth

Law and William Beckford Long, M.T.; Oswald Farquhar Lumsden, L.I.; Hugh Campbell Gemmell Macindoe and Henry Chevers MacLean, M.T.; Jaradan Atmaram Madan, G.I.; John William Ashley Maude, I.T.; Leslie Ernest Vivian McCarthy, G.I.; William Stanley Meeke and Kumara Padma Gopal Menon, M.T.; Alexander Cameron Mitchell, jun., L.I.; Rai Radha Mohan, I.T.; Gerald Tattersall Moody, G.I.; Oscar Frank Moritz and Shamnath Mushran, M.T.; Nai Chitr and Mohindin Mohamed Narma, G.I.; Joseph Sinclair Nicholson, I.T.; Brinsley Hampton Nixon, M.T.; Tom Edgar Norton, L.I.; Laurel Cecil Francis Oldfield, I.T.; Madhav Shankar Rao Pandit, L.I.; John Randal Parsons, I.T.; Edwin Gray Moneylaws Phillips, I.T.; Thomas Williams Phillips, G.I.; Hon. Bertie Brabazon Ponsonby, I.T.; Robert Branks Powell, L.I.; John Lhind Pratt, Syed Raziuddin, Harry Sacher, and Solomon Saffer, M.T.; Helmut Eric Schwartz, I.T.; Adrian Noel Christian Shelley, L.I.; Edgar Leonard Shoetensack, M.T.; Nihal Singh, G.I.; Vishwanath Sahay Sinha, M.T.; Hon. Richard Philip Stanhope and Arthur Eric Willoughby Steward, I.T.; Eric St. Clair Mulholland Stobart, G.I.; Thomas Joseph Stokoe, M.T.; Mark Stone, G.I.; Edward Samuel Bourne Tagart, L.I.; Cecil Henry Farrer Thompson, James Gilbert Thompson, and John Leslie Waggett, I.T.; Chung Hui Wang, M.T.; Sei Chen Wang, L.I.; Alured Humphrey Williams, G.I.; George Williamson and Stephen Wilson, I.T.; William Henry Winter and John Wylie, M.T.; Syed Mohamed Zahur-Ali, G.I.

The special prize of £50 for the best examination in Constitutional Law (English and Colonial) and Legal History awarded to:—William Montagu Hughes-Hughes, Inner Temple.

Examined, 185; passed, 112. Nine candidates were ordered not to be admitted for examination again until the Michaelmas Examination, 1908.

CRIMINAL LAW AND PROCEDURE.

The following students passed in Criminal Law and Procedure:—

Class I.—George Douglas Johnston, I.T.; William Lowry, G.I.; Hormusjee Munchershaw Mehta, M.T.; James Victor Nesbitt and Norman Gibb Scorgie, I.T.; Johannes Jacobus Smith, M.T.; William Teulon Swan Sonnenschein, I.T.

Class II.—Arnold Harding Ball, G.I.; Bhobendra Nath Bose and George Lewis Bruce, L.I.; Lal Chand, M.T.; Narendra Nath Ghatak, L.I.; John Ashley Hall, I.T.; George Charles Hancock, M.T.; Kenneth McIntyre Kemp and Wilfrid Shafto Kneeshaw, I.T.; Andre Kvern and Arthur William Neville, M.T.; Francis Benedict Vincent Norris, L.I.; Laurel Cecil Francis Oldfield, I.T.; Philip Milner Oliver, L.I.; Israel Isidore Rubinowitz and Alexander Shaw, I.T.; Eric St. Clair Mulholland Stobart, G.I.; Charles Ralph Cooke Taylor and George Nathaniel William Thomas, M.T.; Arthur John Newman Trehearne, G.I.; Harry Verney, M.T.; Herbert Charles Webb, I.T.; James Whitehead, G.I.

Class III.—Leonard Christian Adami and Herbert William Anderson, I.T.; Maxwell Hensley Anderson, M.T.; Frederick Octavius Arnold, I.T.; Abdulmuzzaffar Asgar-Husain, M.T.; Herbert Austin, G.I.; Frederick Spencer Arnold Baker, I.T.; Humphrey George Ambrose Baker and William Henry Benson Baker, L.I.; Dalgairns Arundel Barker, Cyril Gwynne Sedley Barnes, Eastman Bell, and Louis William Howard Berthé, I.T.; Mohendro Uttacharji, G.I.; Vincent Frederick Biscoe, I.T.; amahedji Merwanji Boyce, William Robert Brandt, and Charles Carnegie Brown, L.I.; William Gordon Campbell, John Carey, and Reginald Charlton Carrington, G.I.; Robert William Cassels, L.I.; Divan Khan Chand, M.T.; Maurice James Collis-Sandes, I.T.; Ernest William Collyer, M.T.; William Irwin Robert Crowder and John Robert Ellis Cunliffe, I.T.; Sohrab Rustomji Davar, G.I.; Paul August Felix David and Christopher Wilford Dawson, M.T.; Raoul Brouzee de Gersigny and James Dekker, I.T.; Eustace Charles de Neuville and Henry Watt Dollar, M.T.; Francis Bridges Dutton, L.I.; John Herbert Evans-Jackson, M.T.; George Fitzpatrick, G.I.; Eric Charles Montagu Flint, I.T.; Hemantakumar Ghose, G.I.; Reginald George Gill, L.I.; Robert Casper Goldston and Pierre Louis André Gournay, M.T.; William Frederick Gowers, I.T.; Henry Broome Dury Grazebrook, G.I.; Raymond George Harvey Greenham, George Charles Guest, Roland Vaughan Gwynne, and Roger Evans Hall, I.T.; Wilfred George Carlton Hall and Edward John Harding, L.I.; Claud Lovelace Harle-Lovelace, G.I.; Joseph Silas Heard, M.T.; John Owen Hickman, L.I.; Arthur Vivian Hill, M.T.; Maung Hla-Pe, L.I.; Reginald Victor John Somerville Hogan, M.T.; William Montagu Hughes-Hughes and Henry Vaughan Hunt, I.T.; Syed Shumail Hogue, L.I.; Alexander Raymond Inglis and Archibald Kenneth Ingram, I.T.; Jagminder Lal Jaini, G.I.; Charles Jennings, L.I.; Alfred Andrew Johnston and Douglas Doyle Jones, I.T.; Dharam Naram Kak, M.T.; Hugh Berenger Kendall, I.T.; Ahmad Baksh Khan, L.I.; Chandu Lall and Rainald Stephen Le Bas, I.T.; John Alfred Lucie-Smith, M.T.; Herbert Lumb, I.T.; Oswald Farquhar Lumsden and Arunachalam Mahadeva, L.I.; Sorabjee Manekjee and Suleiman Moosajji Manga, M.T.; William Marsh and John Lee Matheson, I.T.; John Joseph Mifsud, G.I.; George Dick Montisio, L.I.; Gerald Tattersall Moody, G.I.; Oscar Frank Moritz and Donald Ogilvy Morris, M.T.; John Stanley Murray, I.T.; Mya Bu, M.T.; Maung Mya-U, L.I.; Nai Chom, I.T.; Sohrab Manekji Nanavutty and Mohindin Mohamed Narma, G.I.; Diwan Dina Nath, L.I.; William John Nolan, M.T.; Ockert John Olivier, I.T.; Thomas William Stainforth Paterson, M.T.; Frederick Clyde Patton, I.T.; Ram Bahadur Pershad and John George Phillimore, M.T.; Edwin Gray Moneylaws Phillips, Hon. Bertie Brabazon Ponsonby, Grafton Deen Pryor, and Charles Edward Leathart

Rao, I.T.; Syed Raziuddin, M.T.; William Benjamin Riesle I.T.; John Henry Sandy, M.T.; Helmut Eric Schwartz and Alan John Lance Scott, I.T.; Edgar Melnotte Leopold Sealy, M.T.; Ashutosh Sen, G.I.; Indu Bhushan Sen and Saral Chunder Sen, M.T.; Montague Shearman, jun., I.T.; John Hope Simpson, L.I.; Charles Gordon Ross Solomon, I.T.; William Stewart, M.T.; Ernest Warren Summers John Francis Harvey Templer, Cecil Henry Farrer Thompson, Harold Durham Trill, and John Leslie Waggett, I.T.; Alfred Bertrand Wessels, M.T.; Everard William Willett and George Evans Williamson, I.T.; Mohamed Yakub, M.T.; Hugh Ransome Stanley Zehnder, G.I.

The special prize of £50 for the best examination in Criminal Law and Procedure was awarded to George Douglas Johnston, Inner Temple.

Examined, 190; passed, 153. Three candidates were ordered not to be admitted for examination again until the Michaelmas examination, 1908.

REAL PROPERTY AND CONVEYANCING.

The following students passed in Real Property and Conveyancing:—

Class I.—Henry Watt Dollar, M.T.

Class II.—Humphrey George Ambrose Baker, L.I.; Boon Chuay, G.I.; George Alexander Cohen, M.T.; Wilfred George Carlton Hall, L.I.; Jagminder Lal Jaini and Luang Pradiat, G.I.

Class III.—Herbert Austin, G.I.; William Robert Brandt, L.I.; Maurice James Collis-Sandes, I.T.; Eustace Charles de Neuville and Frank George Enness, M.T.; George William Victor Fisk, L.I.; Henry Broome Dury Grazebrook, G.I.; Roger Evans Hall, I.T.; Neils Jonas Dowona Hammond and John Owen Hickman, L.I.; Kenneth George Holland, Archibald Kenneth Ingram, and Douglas Doyle Jones, I.T.; Oswald Farquhar Lumsden, L.I.; Mungo Lorenz MacCallum, I.T.; George Henry Mills, L.I.; John Stanley Murray, I.T.; Gokul Chand Narang, L.I.; Arthur William Neville, M.T.; Francis Benedict Vincent Norris, L.I.; Grafton Deen Pryor, I.T.; Andrew Banks Raffle, G.I.; William Benjamin Riesle, I.T.; Adrian Noel Christian Shelley and John Hope Simpson, L.I.; Charles Gordon Ross Solomon, I.T.; William Stewart, M.T.; Mark Stone, G.I.; John Francis Harvey Templer, James Gilbert Thompson, and Harold Durham Trill, I.T.; John Wylie, M.T.

Examined, 54; passed, 39. One candidate was ordered not to be admitted for examination again until the Michaelmas examination, 1908, and two candidates not until the Hilary examination, 1909.

HINDU AND MAHOMEDAN LAW.

The following students passed in Hindu and Mahomedan Law:—

Class I.—Sarat Kumar Chakravarti and Pramatha Nath Chatterjee, G.I.

Class II.—Bhugwandin Dubé, M.T.; Mul Chand Kapur and Sarat Sasi Mallik, G.I.; Khagendra Chandra Nag, L.I.; Vinayak Damodar Savarkar, G.I.

Class III.—Krishna Raghunath Chandorkar, L.I.; Maurice Vigier de Latour, M.T.; Shaikh Firozuddin and Dhirender Chunder Ghose, L.I.; Hari Krishan Lal, G.I.; Chandu Lall, I.T.; Arthur Lucas, Mohamed Din Malak, Kalipuzayath Ramunni Nair, and Kidar Nath, G.I.

Examined, 33; passed, 17. Six candidates were ordered not to be admitted for examination again until the Michaelmas examination, 1908, and one candidate not until the Hilary examination, 1909.

ROMAN-DUTCH LAW.

The following students passed in Roman-Dutch Law:—

Class III.—Raoul Brouzee de Gersigny, James Dekker, and Walter Ernest Thrash, I.T.

Examined, 3; passed, 3.

FINAL EXAMINATION.

Class I. (Certificate of Honour).—Lennox Arthur Patrick O'Reilly, L.I.

Class II. (in order of merit).—Lionel Prescott Walker, M.T.; William Thomas Chapman, I.T.; Edward Neville Bewley, I.T.; and Bhugwandin Dubé, M.T. (the last two equal); Frank Beverley, M.T., and William George Litt, I.T. (the last two equal); Roderick Henry Macleod, M.T.; Alexander Pearce Higgins, L.I.; William George Gillings, M.T.; Wilfred George Carlton Hall, L.I.; Kenneth James Beatty, Reginald Edwin Cornwall, and John James Lambert, M.T.; Mackertich Carapit Johannes, L.I.

Class III. (in alphabetical order).—Charles Talbot Agar and Shaikh Abdul Aziz, L.I.; Maung Bah Soe, M.T.; Santi Priya Basu, L.I.; William James Bees and Henry Grattan Bushe, M.T.; Henry James Casey, I.T.; Edgar Henry Cohen, M.T.; Maurice James Collis-Sandes, I.T.; Edward Walter David Colt-Williams and Norman de Lancy Davis, M.T.; Keshabendra Krishna Deb, L.I.; William Sydney Dixon and Henry St. John Field, I.T.; Algernon Horace Flint, L.I.; John Gadsby, Gerald Ernest Godson, John Francis Gore, and Robert Francis Hanbury, I.T.; Har Dyal, M.T.; John Owen Hickman, L.I.; Mansumrat Das Jaini, G.I.; James Johnston, L.I.; Robert William Johnston, I.T.; Mirza Ali Reza Khan and Fred Kinder, M.T.; Claude Arthur Kirby, L.I.; Gerard Godfrey Koop, I.T.; Kewal Krishna and Mulchand Aimal Kandanani, L.I.; Nissim Lisbona and Henry Wilfred Eldon Manisty, G.I.; Robert Keith McDermott, I.T.; Herbert Edward Measor, M.T.; Anthony Meimarachi, I.T.; Arthur Emmanuel Milne, G.I.; Vere Brooke Mockett and Geoffrey Moseley, I.T.; Brahma Nand and Candido Ontanon, G.I.; Stanley Packer, M.T.; Henry Arthur Payne and Ernst Heinrich Pistorius, I.T.; Emmanuel William Quartey-Papafo, L.I.; Frank Reid, I.T.; Syam Krishna Sahay, M.T.; Gustavus

Charles Francis Schirrmeister, I.T.; Alexander MacCallum Scott, M.T.; Sailendra Kumar Sen, G.I.; Feriole St. Regis Surita, L.I.; Madhav Krishna Wagle, M.T.; William Henry Whitehouse and Edgar Wrigley, I.T.

Examined, 114; passed, 68. Three candidates were ordered not to be admitted for examination again until the Michaelmas Examination, 1908.

Law Students' Societies.

LAW STUDENTS' DEBATING SOCIETY.—April 14.—Chairman, Mr. D. J. Kennedy.—The subject for debate was: "That the case of *Emanuel v. Symon* (1908, 1 K. B. 302) was wrongly decided." Mr. H. S. H. Hall opened in the affirmative. Mr. Handley seconded in the affirmative; Mr. Mark Salisbury opened in the negative. Mr. H. T. Thomson seconded in the negative. The following members also spoke: Messrs. Thomas, Blackwell, Krauss, Henderson. Vere Bass, Pleadwell, Blagden, and Dowding. The motion was lost by 2 votes.

April 28.—Chairman, Mr. P. B. Henderson.—The subject for debate was: "That an injunction ought not to have been granted in the case of *National Phonograph Co. (Limited) v. Edison Bell, &c., Co. (Limited)* (1908, 1 Ch. 335)." Mr. W. S. Dobson opened in the affirmative. Mr. P. B. Skeets seconded in the affirmative; Mr. L. C. Margetta opened in the negative; Mr. A. C. Dowding seconded in the negative. The following members also spoke: Messrs. Pleadwell, Shrimpton, Woolf, Handley, Salisbury, Goodwin, Krauss, Blackwell, Blagden, Thomas. The motion was lost by 4 votes.

Companies.

Alliance Assurance Co.

ANNUAL MEETING.

The annual general court of the Alliance Assurance Co. was held on Tuesday at the head office, Bartholomew-lane, the chairman, Lord Rothschild, presiding.

Mr. ROBERT LEWIS (general manager) having read the notice convening the meeting,

The CHAIRMAN, in moving the adoption of the report and accounts, said that in the life department the company had received during the past year 2,860 proposals of insurance, representing £2,034,000, and that 2,319 of these were completed for £1,548,576, with estimated new premiums of nearly £70,000, £14,500 being in single premiums. The amounts reinsured was £207,400, and £35,800 had been received as consideration for new annuities. In connection with the insurance department, it might be stated that the deaths had been considerably fewer than had been estimated. There was an increase in the life fund of £350,000, and in the annuity fund of £2,790. The total life premiums income, including the figures of the Imperial and Provident accounts, was £860,559, and the combined life insurance and annuity funds amounted to over £12,000,000. In connection with the life business the quinquennial valuation of the Provident Life was made at the close of last year, and the funds of the Provident Life Office were written down to their market value. The amount of surplus available for distribution was £317,457, of which £308,426 belonged to the participating policyholders in the provident fund. The surplus would have been larger had it not been for the depreciation of securities. The balance of £9,031, less the expenses of the valuation, belonged to the shareholders, and would be brought into the accounts for 1908. The net fire premium income amounted to £1,352,679, and the losses and expenses, including commission, to £1,082,277, leaving a profit of £270,402. In the marine department the premium income was £166,026, and there was a surplus of £20,427. The shareholders were aware that the company had opened an accident and burglary department in July. The six months' working was no proof of what that would be in the future, but at the end of the year the surplus for the first six months was £32,291. The accumulated funds were £434,729, being £41,695 in excess of the amount at the end of the previous year. There was also on the provident account £19,300 for the same class of business. The premium income of the company from all sources amounted to £2,526,244, and the interest from investments to £622,432, making a total income of £3,148,636. The total funds of the company, including the reserves for outstanding claims, expenses, commissions, &c., were £17,000,000. He thought that all these figures were most satisfactory, and were in the highest degree creditable to the assiduity of the officers of the company, who had always the interests of the company at heart. He would call attention to one very important point in connection with an insurance office. A few years ago the auditor had called attention to the fact that a certain number of the securities were depreciated in value, and that the book-value was in excess of the market value. Instead of distributing the total amount of profit, an entry was made in the books to that effect, and the securities concerning the life account of the Provident Society had since been written down to their market value, and next year a similar policy will be pursued in dealing with the life account of the Alliance Company. The result was that those insured in the Provident received their bonuses, but the advantages that shareholders of the Alliance would have derived from that account was nil. He hoped the shrinkage of these securities would not be of a permanent character; indeed, some had already recovered considerably since the 31st of December. The position that similar companies were placed in or might be placed in should be borne in mind, and it should be very carefully considered what might be the result to shareholders and to the millions of policyholders if rash legislation interfered with the value of their property.

Mr. F. A. BEVAN seconded the motion, which was carried unanimously. The CHAIRMAN declared a dividend of 10s. per share, free of income tax.

On the motion of Mr. F. A. BEVAN, seconded by Mr. BEVAN, the appointment of Mr. Ian Heathcoat Amory a director in the place of the late Mr. James Fletcher, and of Capt. Gerald Montagu Augustus Ellis as an additional director, was confirmed.

On the motion of Mr. BEVAN the retiring directors—Lord Rothschild, Mr. F. Cavendish Bentinck, the Duke of Devonshire, and Lieut.-Col. F. Anderson Stebbing—were re-elected.

Mr. C. L. Nichols, F.C.A., was re-elected auditor.

Mr. THOMAS FISHER moved a vote of thanks to the chairman, the directors, the general manager, and staff, speaking in high terms of the admirable manner in which they carried on the gigantic business of the company.

The CHAIRMAN briefly responded, and the proceedings terminated.

Legal News.

Appointment.

Mr. R. E. ROSS, LL.B., barrister-at-law, has been appointed Principal Clerk to the Registrar of the Court of Criminal Appeal.

Dissolutions.

HENRY CLARKSON, HENRY WILLIAM CLARKSON, and ARTHUR GEORGE CLARKSON, solicitors (Henry Clarkson & Sons), 9, Ironmonger-lane, London. April 16. The said Henry Clarkson and Arthur George Clarkson will continue to carry on business at 9, Ironmonger-lane aforesaid under the style or firm of Henry Clarkson & Son; the said Henry William Clarkson will continue to carry on business in his own name at 85, Gresham-street, in the city of London, and at Beckenham. [Gazette, April 24.]

JOHN BURDER BATCHELOR, FREDERICK CHARLES COUSINS, and WILLIAM ALFRED WARREN, solicitors (Batchelor, Cousins, & Warren), 2, Pancras-lane, London. March 31. So far as concerns the said William Alfred Warren, who retires from the said firm. [Gazette, April 28.]

General.

It is stated to be likely that about ten of the King's Bench judges will be available to try actions in London during the present sittings.

In addition to the appointment of Mr. R. E. ROSS as Principal Clerk to the Registrar of the Court of Criminal Appeal, which we mention elsewhere, it is announced that the following gentlemen have been appointed assistant clerks, namely:—Mr. A. H. Short, Mr. W. T. Ivimey, and Mr. C. M. D. Pigott.

"My lord, your honour, your worship!" began a judgment debtor at Shoreditch County Court, on Tuesday, says the *Daily Mail*. "Come, come," said Judge Smyly; "choose one title and then we can get on." "Well, your worship—" "That will do," said his honour. "They say use is second nature."

During the hearing of a case in Mr. Justice Walton's court on Tuesday, says the *Evening Standard*, a gentleman, understood to be the senior partner of Messrs. N. Waterhouse & Sons, the produce brokers, of Liverpool (defendants in the suit), who was sitting at the solicitors' table, suddenly fell to the floor apparently in a fit. Two doctors were in court, and rushed to his aid, and he was carried into the corridor.

It is announced that Mr. Justice A. T. Lawrence will go the first part of the Oxford Circuit at the ensuing summer assizes, which begin about the 3rd of June, in place of Mr. Justice Ridley, as previously arranged, the latter taking the second part, and not joining the circuit until Stafford is reached. Mr. Justice Lawrence will return to London at the conclusion of the business at Stafford, while Mr. Justice Ridley will proceed to Birmingham, where he will join Mr. Justice Darling.

During the Easter sittings probate and matrimonial causes set down for trial will be taken in Court I., and causes in the day's list in that court will be transferred and taken in Court II. when Admiralty cases are not being heard. Common jury causes will be taken on and after Wednesday, May 6th. Probate and defended matrimonial cases for hearing before the court itself will be taken on and after Friday, May 15th. A Divisional Court will be formed to sit on Tuesday, May 5th. Motions will be heard in court at 11 o'clock on Monday, May 4th, and every succeeding Monday during the sittings, and summonses before the judge will be heard at 10.30 on Saturday, May 2nd, and on each succeeding Saturday during the sittings. Summonses before the registrars will be heard at the Probate Registry, Somerset House, on each Tuesday and Friday during the sittings at 11.30.

A solicitor who has business relations with a client of a financial character, the latter not being separately represented, is, says the *Law Quarterly Review*, liable to have stated accounts with him opened where it appears that here and there improper or incorrect charges have been made, even though such accounts stated go back to the year 1883: *Choess v. Kem* (1908, 1 Ch. 245, 77 L. J. Ch. 163). The Statute of Limitations is excluded upon the ground that the transactions are such as the solicitor has a personal interest in, and are not like the accounts in *Re Hindmarsh* (1 Dr. & Fin. 129) when the solicitor merely received the money for his client's benefit, and had no personal interest in the matter. Moreover, a solicitor is not merely accountable to his client, but independently accountable to

the court, whose officer he is (*Leavis v. Morgan*, 3 Aust. 769, 3 Cl. & F. 159), which was stated by Neville, J., in *Cheese v. Koss* to be an additional reason for excluding the operation of the Statute of Limitations.

The Board of Agriculture and Fisheries have, says the *Times*, issued a circular to county councils and councils of county boroughs in England and Wales, enclosing two copies of the regulations made by the board, with the approval of the Treasury, under section 17 of the Small Holdings and Allotments Act, 1907, as to the repayment out of the small holdings account of expenses incurred by the council in proceedings in relation to the acquisition of land for the purposes of small holdings under that Act. The board say that they do not think it advisable to attempt to indicate precisely what particular items of expense will be subject to repayment, as each application will have to be considered on its merits, but they state that in ordinary cases the following expenses would seem to be the main items which would be repayable under the regulations:—(1) Cost of report and valuation in respect of any land the acquisition of which is under consideration by the councils; (2) cost of proceedings for obtaining a compulsory order; (3) arbitration expenses in cases of compulsory purchase; (4) valuation expenses in cases of compulsory hiring; (5) conveyancing expenses; (6) cost of registration of title.

Writing to the *Times* on the question of shorthand writers under the Criminal Appeal Act, Mr. J. E. Towell says that "when the Rule Committee was appointed to formulate the rules of the Criminal Appeal Act it was offered the expert assistance of the Institute of Shorthand Writers practising in the Supreme Court of Judicature and of the Institute of Journalists on matters appertaining to shorthand notes. Both offers were acknowledged, but otherwise disregarded. The committee has made rules as to shorthand writers which show every evidence of lack of understanding of the incidence of shorthand writing—rules which can only have been framed upon second-hand knowledge of the subject-matter, and which display a regrettable failure to appreciate and carry out the intention of the Legislature. To substantiate this last statement it is sufficient to say that when the record of a trial on which an appeal affecting the life or liberty of the subject depends is the notes of a shorthand writer, that shorthand writer should be the best obtainable; yet the Treasury, presumably guided by or in conjunction with the Rule Committee, has provided a scale of payment which precludes a first-class professional shorthand writer from accepting any appointment under the Act. A brief analysis of the proposed remuneration will establish this. The scale of payment falls under two heads—the first certain, and the second contingent, viz.: (a) £1 ls. per diem for taking notes. (b) 8d. per folio of 72 words for a transcript of notes plus a copy thereof. Under (a) the shorthand writer, if not a resident in the place of trial, has to pay expenses of travelling and extra maintenance. These costs, in the positive alternative, will not be incurred; but he must bear the expense of retaining a suitable deputy to meet the possibility of illness or protracted sittings, and of note-books, &c., and filing and preserving his notes. Thus the obligatory expenses thrown upon him under (a) must leave him considerably out of pocket, and *a fortiori* if he has to travel to and remain in the place of trial. Turning to the contingent head (b), let us consider what the shorthand writer may receive. The official estimate of the number of appeals is, roughly (taking the maximum), one in seven cases. Not forgetting that the Act provides that a portion only of the notes may be required for an appeal, I will take it that one-seventh of the notes is fully transcribed. An average day on assize, lasting from 10 a.m. to 6 p.m., and deducting the time occupied in mid-day adjournment, swearing juries, witnesses, and other delays, will produce probably 700 folios. A transcript of one-seventh of these notes will, at the rate of 8d. per folio, bring in £3 6s. 8d. Thus, adding (a) and (b) together, the shorthand writer may possibly receive £4 7s. 8d. per day. Against this last sum must be debited:—(1) Payment for the work of note-taking under (a); (2) out-of-pocket expenses under (a); (3) payment for note-taker's work in dictating notes to shorthand-writing typists and revising their work; (4) payment to shorthand-writing typists for their work (N.B.—In practice this is 25 per cent. of the gross cost of transcript); (5) cost of books, paper, carbons, &c., for typists and assistants; (6) establishment charges entailed in the provision of office accommodation, type-writing machines, up-keep thereof, &c." Mr. Towell concludes: "To sum the matter up, the proper working of the Act in one of its most important branches is endangered."

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice JOYCE.	Mr. Justice WARREN.
Monday May 4	Mr. Church	Mr. Goldschmidt	Mr. Borror	Mr. Bloxam
Tuesday 5	Beal	Church	Groswell	Leach
Wednesday 6	Theod	Synges	Beal	Farmer
Thursday 7	Groswell	Theod	Goldschmidt	Borror
Friday 8	Synges	Tindal King	Church	Groswell
Saturday 9	Borror	Bloxam	Synges	Beal

Date.	Mr. Justice SWINFEN EADY.	Mr. Justice NEVILLE.	Mr. Justice PASSEA.	Mr. Justice EYA.
Monday May 4	Mr. Synges	Mr. Beal	Mr. Farmer	Mr. Tindal King
Tuesday 5	Theod	Goldschmidt	Borror	Bloxam
Wednesday 6	Tindal King	Church	Groswell	Leach
Thursday 7	Bloxam	Synges	Beal	Farmer
Friday 8	Leach	Theod	Goldschmidt	Borror
Saturday 9	Farmer	Tindal King	Church	Groswell

EASTER SITTINGS, 1908.

COURT OF APPEAL.	
APPEAL COURT I.	
King's Bench Division (Interlocutory List)	will be taken on Tuesday, the 28th April.
King's Bench Division (New Trial Paper)	will be proceeded with on and after Wednesday, the 28th April.
Other Business to be taken in this Court	will, from time to time, be announced in the Daily Cause List.
APPEAL COURT II.	
Interlocutory Appeals from the Chancery and Probate and Divorce Divisions	will be taken on Tuesday, the 28th April.
Chancery Division (General List)	will be proceeded with on and after Wednesday, the 29th April.
Other Business to be taken in this Court	will, from time to time, be announced in the Daily Cause List.
HIGH COURT OF JUSTICE.	
CHANCERY DIVISION.	
CHANCERY COURT II.	
Mr. Justice WARREN.	Except when other Business is advertised in the Daily Cause List Mr. Justice WARREN will take Actions with Witnesses daily throughout the Sittings.
CHANCERY COURT III.	
Mr. Justice NEVILLE.	Except when other Business is advertised in the Daily Cause List Mr. Justice NEVILLE will take Actions with Witnesses daily throughout the Sittings.
KING'S BENCH COURT.	
Mr. Justice EVE.	Except when other Business is advertised in the Daily Cause List Mr. Justice EVE will take Actions with Witnesses daily throughout the Sittings.
LORD CHANCELLOR'S COURT.	
Mr. Justice JOYCE.	Except when other Business is advertised in the Daily Cause List Mr. Justice JOYCE will take Actions with Witnesses daily throughout the Sittings.
Tues., April 28	Mots and gen pa
Wednesday 29	Retained witness actions
Thursday 30	General paper
Friday, May 1	Mots and gen pa
Saturday 2	Manchester and Liverpool business
Monday 3	Sitting in chambers
Tuesday 4	Sht caus, pets, and retained witness action
Wednesday 5	General paper
Thursday 6	Mots and gen pa
Friday 7	General paper
Saturday 8	Mots and gen pa
Monday 9	General paper
Tuesday 10	Sitting in chambers
Wednesday 11	Sht caus, pets, fur con, and gen pa
Thursday 12	General paper
Friday 13	Mots and gen pa
Saturday 14	Liverpool and Manchester business
Monday 15	Sitting in chambers
Tuesday 16	Sht caus, pets, fur con, and gen pa
Wednesday 17	General paper
Thursday 18	Mots and gen pa
Friday 19	General paper
Saturday 20	Sitting in chambers
Monday 21	Sht caus, pets, fur con, and gen pa
Tuesday 22	General paper
Wednesday 23	Mots and gen pa
Thursday 24	General paper
Friday 25	Manchester and Liverpool business
Saturday 26	Sitting in chambers
Monday 27	Sht caus, pets, fur con, and gen pa
Tuesday 28	Mots and gen pa
Wednesday 29	General paper
Thursday 30	General paper
Friday 31	General paper
Saturday 1	General paper
Monday 2	General paper
Tuesday 3	General paper
Wednesday 4	General paper
Thursday 5	General paper
Friday 6	General paper
Saturday 7	General paper
Monday 8	General paper
Tuesday 9	General paper
Wednesday 10	General paper
Thursday 11	General paper
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Wednesday 27	General paper
Thursday 28	General paper
Friday 29	General paper
Saturday 30	General paper
Monday 31	General paper

Attorney-Gen v Birmingham, &c, Drainage Board appl of debts from order of Mr Justice Kekewich, dated Nov 21, 1907 (produce order) March 14

The Appolo Co ld v Greenwell appl of pliffs from order of Mr Justice Eve, dated Dec 18, 1908 March 20

In re M Joseph, dec Pain v Joseph and ors appl of pliffs and ors from order of Mr Justice Eve, dated Jan 30, 1908 March 20

In re Winn, dec Gunn and anr v Winn and ors appl of debt Strawson from order of Mr Justice Joyce, dated Nov 13, 1907 March 26

Mann v Mann appl of pliff from order of Mr Justice Warrington, dated March 14, 1908 March 28

London-Sudan Development Syndicate ld v The Ritz Hotels (Egypt) ld appl of pliffs from order of Mr Justice Joyce, dated March 14, 1908 April 2

The Flour Oxidizing Co ld v Carr & Co ld appl of debts from order of Mr Justice Parker, dated Feb 22, 1908 April 3

In re The Companies Acta, 1862 to 1900 and In the Matter of the Camina Nitrate Co ld (in liquidation) appl of E Oaso from order of Mr Justice Neville, dated March 31, 1908 (1st day Easter Sittings) April 7

In re J M Lister, dec Lister and ors v Lister and ors appl of pliffs from order of Mr Justice Neville, dated March 28, 1908 (produce order) April 8

White v Summers appl of debt from order of Mr Justice Parker, dated April 6, 1908 (produce order) April 10

Peak-Hill Goldfields v Simpson and ors appl of debts from order of Mr Justice Warrington, dated March 10, 1908 April 15

The Dansk Rekybrifell Syndikat Aktieselskab v Snell and ors appl of debts from judgt of Mr Justice Neville, dated March 4, 1908 April 15

FROM THE CHANCERY AND PROBATE AND DIVORCE DIVISION.

(Interlocutory List.)

1908.

Boaler v Howes and ors appl of pliff from order of Mr Justice Warrington, dated Jan 17, 1908 (s o for 14 days after notice given to debts) Feb 5

In re Clair Jane Grece, dec Grece and ors v Grece and ors appl of pliffs from order of Mr Justice Warrington, dated March 9, 1908 March 24

In re Shaw Minnie Elizabeth Shaw and ors v Alfred John Shaw and ors appl of pliffs from order of Mr Justice Warrington, dated March 13, 1908 (produce order) March 26

Bishop v The International Securities Corp'n ld and ors appl of pliff from order of Mr Justice Warrington, dated March 20, 1908 April 2 (s o 2nd motion day Easter)

Dennett and ors v Lane and ors appl of pliff A J Dennett in person from order of Mr Justice Warrington, dated March 30, 1908 (produce order) April 16

FROM THE PROBATE AND DIVORCE DIVISION.

(General List.)

1908.

In the Estate of Harris Norman, dec Kutner v President and Governors of Addenbroke's Hospital appl of pliff from order of The President, dated Jan 30, 1908 Feb 8

FROM THE COUNTY PALATINE COURT OF LANCASTER.

(Final List.)

1908.

Pearson v Preston appl of debt from judgt of The Vice-Chancellor of the County Palatine of Lancaster, dated Feb 27, 1908 March 19

FROM THE KING'S BENCH DIVISION.

(In Bankruptcy.)

In re A Debtor (expte the Debtor), No 85 of 1908, from a Receiving Order made on the 9th day of March, 1908, by Mr Registrar Linklater part heard

In re A Judgment Debtor (expte the Judgment Debtor), No 627 of 1908 (Bankruptcy Notice), from an order of Mr Registrar Linklater, dated 19th March, 1908, dismissing with costs the Debtor's Application to set aside a Bankruptcy Notice part heard

In re A Judgment Debtor (expte The Judgment Creditors), No 530 of 1908 (Bankruptcy Notice), from an order of Mr Registrar Giffard, dated 16th March, 1908, setting aside with costs a Bankruptcy Notice herein

FROM THE KING'S BENCH DIVISION.

(Final List.)

1907.

Rea v London Transport Co ld appl of debt from judgt of Mr Justice Channell, dated Jan 24, 1907, without a jury, Middlesex (s o to further order) March 28

Attorney Gen on the relation of the Staines U D C v Ashby appl of debt from judgt of Mr Justice Joyce, dated May 3, 1907, without a jury, Middlesex part heard Feb 6, before Vaughan Williams, Farwell, and Kennedy, LJJ (s o for court to be constituted the same) Aug 2

Woolven v Gavin appl of pliff from judgt of Mr Justice Lawrance, dated July 27, 1907, without a jury, Middlesex (to be tried before Bigham, J, day to be fixed) Aug 2

Attorney Gen (Informant) v Duke of Richmond, Gordon and Lennox (Revenue side) appl of Informant from judgt of Mr Justice Bray, dated July 30, 1907 (s o for Attorney Gen) Aug 16

Marreo and ors v Richardson appl of pliffs from judgt of Mr Justice Bray, dated July 29, 1907, at Salisbury Oct 24

Levy v Maconochie appl of debt from order of Mr Justice Ridley, dated Oct 26, 1907, without a jury, Middlesex Nov 9 Levy v Maconochie appl of Debt from orders of Mr Justice Ridley in Chambers, dated Nov 13 and 19, 1907 Dec 3

1908.

In the Matter of An Arbitration between B Lucas and The Chesterfield Gas and Water Board appl of the Chesterfield Gas and Water Board from judgt of Mr Justice Bray, dated Dec 20, 1907 part heard (s o for Arbitrator) Jan 1

Kydd (Applt) v The Watch Committee of the City of Liverpool (Respta) appl of appl from judgt of Justices Channell, Bray and Sutton, dated Dec 12, 1907 (s o until after appeal to House of Lords) Jan 4

Cobbett and ors v Wood appl of debt from judgt of Mr Justice Pickford without a jury, West Derby Division of County of Lancaster, dated Dec 14, 1907 March 3

Burgis and ors v Constantine appl of pliffs from judgt of Mr Justice Bigham without a jury, Middlesex, dated Jan 23, 1908 March 7

Baxter's Leather Co ld v Royal Mail Steam Packet Co appl of pliffs from judgt of Mr Justice Bigham without a jury, Middlesex, dated Feb 5, 1908 March 7

Yangtze Insee Assoc v Indemnity Mutual Marine Assoc Co ld appl of debts from judgt of Mr Justice Bigham, Middlesex, dated Feb 28, 1908 March 13

Parkinson v Elliot appl of debt from judgt of Mr Justice Phillimore without a jury, Middlesex, dated March 2, 1908 March 16

Streathfield and ors v Griffin appl of debt from judgt of Mr Justice Darling without a jury, Middlesex, dated March 7, 1908 March 17

Bennett v Mellors appl of pliff from judgt of Mr Justice Lawrance, without a jury, Nottingham, dated March 4, 1908 March 19

Vanderpump, Son & Wood v Ritchie appl of debt from judgt of Mr Justice Lawrance, jury discharged, Middlesex, dated March 14, 1908 March 25

Richardson v Davenport (Manchester District Registry) appl of pliff from judgt of Mr Justice Ridley without a jury, Salford Division of the County of Lancaster, dated Feb 27, 1908 March 26

Vale Estate ld v Sennett appl of pliff from judgt of Mr Justice Lawrance dated March 21, 1908 March 27

Leonis Steam Ship Co ld v Joseph Rank ld appl of pliffs from judgt of Mr Justice Bigham without a jury, Middlesex, dated Jan 31, 1908 March 28

Leith v Burton Brown appl of debt from judgt of Mr Justice Channell, without a jury, Middlesex dated January 25, 1908 April 1

Stanford v Cobb appl of pliff from judgt of Mr Justice Ridley, dated March 23, 1908 April 2

Jacobs v Jacobs appl of pliff from judgt of Mr Justice Ridley, without a jury, West Derby Division of Lancaster, dated March 18, 1908 April 3

Johnson v Kearly appl of pliff from judgt of Mr Justice Backnill, with a special jury, County of Devon, dated March 18, 1908 April 7

Plumpton and anr v Burkinshaw appl of pliffs from judgt of Mr Justice Sutton, without a jury, Leeds, dated March 30, 1908 April 9

Sear v Botterill and anr appl of pliff from judgt of Mr Justice Lawrance and a special jury, Middlesex, dated April 2, 1908 April 10

Roberts and anr, owners of 88 "Alconda" v George Clark ld appl of debts from judgt of Mr Justice Pickford, jury discharged, West Derby Division of Lancaster, dated March 17, 1908 April 12

Thomas Law & Co v David Midgley & Sons appl of pliffs from judgt of Mr Justice Pickford, without a jury, Middlesex, dated March 12, 1908 April 13

Mayor, &c, of Liverpool v Assessment Committee of West Derby Union and Overseers of Walton appl of appls from judgt of the Lord Chief Justice and Justices Ridley and Darling, dated March 31, 1908 April 13

The King v The Mayor, &c, of the Metropolitan Boro of Bermondsey appl of Guardians of the Parish of Bermondsey from judgt of the Lord Chief Justice and Justices Ridley and Darling, dated April 2, 1908 April 14

FROM THE PROBATE, DIVORCE AND ADMIRALTY DIVISION (ADMIRALTY).

With Nautical Assessors.

(Final List.)

1908.

Syria—1907—Folio 402 The Owners of Sailing Barge R-liance and ors v The Owners of Steamship Syria (damage) appl of pliffs from judgt of Mr Justice Bargaive Deane, dated Feb 7, 1908 March 5

Eden—1908—Folio 79 The Owners of the Steamship Scoresby v The Owners of Steamship Eden (damage) appl of pliffs from judgt of Mr Justice Bargaive Deane, dated March 13, 1908 March 28

Clanstad—1907—Folio 485 The Owners of Steamship Italia v The Owners of Steamship Clanstad (damage) appl of pliffs from judgt of Mr Justice Bargaive Deane, dated Feb 15, 1908 April 1

Polarstjernen—1908—Folio 76 The Owners, Master and Crew of the Steamship Inchkeith v The Owner of the Steamship Polarstjernen (salvage) appl of debt from judgt of Mr Justice Bargaive Deane, dated April 10, 1908 April 15

FROM THE KING'S BENCH DIVISION.

(New Trial Paper.)

1907.

J Winslow v The Bushey Urban District Council appln of debts for judgt or new trial on appl from verdict and judgt, dated Dec 13, 1907, at trial before Mr Justice Coleridge and a common jury, Middlesex Dec 20

1908.

- Boothman v Armitage Ibetson Id appln of defts for judgt or new trial on appl from verdict and judgt, dated Nov 26, 1907, at trial before Mr Justice Channell and a special jury, West Riding, Yorkshire (s o for Leeds Assizes) Jan 14
- Fergusson v The Malvern Urban District Council appln of defts for judgt or new trial on appl from verdict and judgt, dated Jan 28, 1908, at trial before Mr Justice Lawrance and a special jury, Middlesex Feb 5
- Bourne and anr v The Mayor, &c, of the Metropolitan Borough of St Marylebone appln of defts for judgt or new trial on appl from verdict and judgt, dated Jan 30, 1908, at trial before Mr Justice Ridley and a special jury, Middlesex Feb 19 Same v Same appln of defts for judgt or new trial on appl from verdict and judgt, dated Feb 11, 1908, at trial before Mr Justice Ridley and a special jury, Middlesex Feb 19
- Melford v Crossman appln of deft for judgt or new trial on appl from verdict and judgt, dated March 3, 1908, at trial before Mr Justice Jelf and a common jury, Middlesex March 11
- Brown v Gale & Polden Id appln of deft for judgt or new trial on appl from verdict and judgt, dated May 3, 1908, at trial before Mr Justice Walton and a common jury, Surrey March 19
- Young v Russell & Sons appln of defts for judgt or new trial on appl from verdict and judgt, dated Feb 24, 1908, at trial before Mr Justice Channell and a special jury, Newcastle on Tyne March 21
- Nicholson & Sons Id v Arnold appln of pliffs for judgt or new trial on appl from verdict and judgt, dated March 13, 1908, at trial before Mr Justice Grantham and a special jury, Reading March 24
- MacArthur v Australian Mining and Gold Recovery Co Id appln of defts for judgt or new trial on appl from verdict and judgt, dated March 5, 1908, at trial before Mr Justice Phillimore and a special jury, Middlesex March 25
- North Lancashire Steamship Co v Earle and ors appln of pliffs for judgt or new trial on appl from verdict and judgt, dated March 14, 1908, at trial before Mr Justice Pickford and a special jury, West Derby Division of County of Lancaster March 26
- Hyams v Stuart King (a firm) appln of Thomas Maughan for judgt or new trial on appl from verdict and judgt, dated March 20, 1908, at trial before Mr Justice Darling, without a jury, Middlesex March 28
- City of London Electric Lighting Co Id v The Vanguard Motor Bus Co Id appln of pliffs for judgt or new trial on appl from verdict and judgt, dated March 25, 1908, at trial before Mr Justice Ridley and a special jury, Middlesex, and cross-notice by defts, dated April 16, 1908 March 28
- Bussy v Amalgamated Society of Railway Servants and Bell appln of pliff for judgt or new trial on appl from verdict and judgt, dated March 6, 1908, at trial before Mr Justice Darling and a special jury, Middlesex (security ordered) March 28
- Meredith v Fastnut Id appln of defts for judgt or new trial on appl from verdict and judgt dated March 23, 1908, at trial before Mr Justice Bigham and a common jury, Birmingham April 2
- Stateneller v The Financial News Id and anr appln of pliff for judgt or new trial on appl from verdict and judgt, dated March 13, 1908, at trial before Mr Justice Bucknill and a common jury, Middlesex (security ordered) April 2
- Griffiths v Davies appln of deft for judgt or new trial on appl from verdict and judgt, dated March 19, 1908, at trial before Mr Justice Bray and a common jury, Cardiff April 2
- Brown v Butler appln of deft for judgt or new trial on appl from verdict and judgt, dated March 26, 1908, at trial before Mr Justice Grantham and a special jury, Middlesex April 3
- Spencer v United Motor Cab Co Id appln of pliff for judgt or new trial on appl from verdict and judgt, dated March 26, 1908, at trial before Mr Justice A T Lawrence and a special jury, Middlesex April 9
- Hitchcock v The Stainer Manufacturing Co Id appln of defts for judgt or new trial on appl from verdict and judgt, dated April 1, 1908, at trial before Mr Justice Pickford and a common jury, Middlesex April 10
- Dorce v Holloway appln of pliff for judgt or new trial on appl from verdict and judgt, dated April 6, 1908, at trial before Mr Justice Grantham and a special jury, London April 13
- Bentham v Wheeler appln of pliff for judgt or new trial on appl from verdict and judgt, dated March 19, 1908, at trial before Mr Justice Channell and a special jury, West Riding Division of the County of York April 15
- Rogers v London and South Western Ry Co appln of defts for judgt or new trial on appl from verdict and judgt, dated April 13, 1908, at trial before Mr Justice Grantham and a special jury, Middlesex April 15
- Whitlock v Nash appln of pliff for judgt or new trial on appl from verdict and judgt, dated March 27, 1908, at trial before Mr Justice Ridley and a common jury, Middlesex April 16

FROM THE KING'S BENCH DIVISION.

(Interlocutory List.)

1908.

- Hull, Barnsley, and West Riding Junction Ry and Dock Co v Denaby and Cadeby Main Collieries Id appl of pliffs from judgt of Mr Justice Bigham, dated Feb 11, 1908 Feb 27
- De Beer v Liberian Rubber Corp Id appl of pliff from order of Mr Justice Coleridge, dated March 9, 1908 March 23
- Murray and ors v Walter and ors appl of defts from order of Mr Justice Coleridge, dated April 4, 1908 April 7
- In the Matter of an Arbitration between Messrs Enoch & Sons, proprietors of St James' Hall and Vert Sinkins Concert Direction Id and In the

Matter of the Arbitration Act, 1889 appl of Enoch & Sons from order of Mr Justice Coleridge, dated March 28, 1908 April 8 (s o liberty to apply)

- The King v The Commissioners for Special Purposes of the Income Tax appl of Commissioners for Special Purposes of the Income Tax from order of Justices Ridley and Darling, dated March 30, 1908 April 9
- Parker and ors v Bottomley appl of deft from order of Mr Justice Coleridge, dated March 23, 1908 April 10
- The Sheffield and Hallamshire Bank Id v Valentine appl of deft from order of Mr Justice Jelf, dated April 6, 1908 April 13
- Borthwick and anr v Donovan and anr appl of deft H Weingott from order of Mr Justice Coleridge, dated March 31, 1908 April 15
- Duggan v The Provident Assoc of London Id appl of pliff from order of Mr Justice Coleridge, dated April 3, 1908 April 15
- Forwood Bros & Co v Kingsbury appl of pliffs from order of Mr Justice Jelf, dated April 11, 1908 April 16
- Ivimey v Ivimey appl of pliff from order of Mr Justice Coleridge, dated April 3, 1908 April 16

In re The Workmen's Compensation Acts, 1897 and 1906.

(From County Courts.)

1908.

- Taylor v The Owners of the Ship "Strathdon" appl of Applicant from award of Court (Middlesex, Bow), dated Feb 12, 1908 March 4
- Fitzgerald v W G Clarke & Son appl of Applicant from award of County Court (Middlesex, Bow), dated March 3, 1908 March 24
- Cribb v Kynoch appl of Respt from award of County Court (Essex, Grays Thurrock), dated March 11, 1908 April 1
- Grace Roberts (widow) and ors v Grenville appl of Respts from award of County Court (Cornwall, Redruth), dated March 12, 1908 April 1
- Eliza Andrews (widow) and ors v Andrew & Mears appl of Respt Mears from award of County Court (Middlesex, Marylebone), dated March 12, 1908 April 1
- Wilson and ors v City Tannery Id appl of Applicants from award of County Court (Lancashire, Liverpool), dated March 18, 1908 April 3
- Mary Guy (widow) and ors v Allsop appl of Applicants from award of County Court (Lancashire, Liverpool), dated March 20, 1908 April 8
- Davidson v West Cheshire Brewery Co Id appl of Respts from award of County Court (Cheshire, Birkenhead), dated April 1, 1908 April 13
- Benson v Metropolitan Asylums Board appl of Applicant from award of County Court (Essex, Grays Thurrock), dated March 25, 1908 April 14
- Leake v Stones appl of Applicant from award of County Court (Yorkshire, Thorne), dated March 26, 1908 April 15

N.B.—The above List contains Chancery, Palatine and King's Bench Final and Interlocutory Appeals, &c., set down to April 16th, 1908.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

EASTER SITTINGS, 1908.

NOTICES RELATING TO THE CHANCERY CAUSE LIST.

Motions, Petitions, and Short Causes will be taken on the days stated in the Easter Sittings Paper.

Mr. Justice JOYCE will take his business as announced in the Easter Sittings Paper.

Liverpool and Manchester Business.—Mr. Justice JOYCE will take Liverpool and Manchester Business as follows:—Summonses in Chambers, Motions, Short Causes, Petitions, and Adjourned Summonses on Saturdays, the 2nd, 16th, and 30th May.

Mr. Justice SWINFEN EADY will take his business as announced in the Easter Sittings Paper.

Mr. Justice WARRINGTON.—Except when other business is advertised in the Daily Cause List, Mr. Justice Warrington will sit for the disposal of His Lordship's Witness List daily throughout the Sittings.

Mr. Justice NEVILLE.—Retained Non-Witness Business will be taken on Tuesday, April 28th. Actions with Witnesses will be commenced on Wednesday, the 29th, and continued daily throughout the Sittings.

Mr. Justice PARKER.—Except when other business is advertised in the Daily Cause List, Mr. Justice Parker will take his business as announced in the Easter Sittings Paper.

Mr. Justice EVE.—Retained Non-Witness Business will be taken on Tuesday, April 28th. Actions with Witnesses will be commenced on Wednesday, the 29th, and continued daily throughout the Sittings.

Summonses before the Judge in Chambers.—Mr. Justice JOYCE, Mr. Justice SWINFEN EADY, and Mr. Justice PARKER will sit in Court every Monday during the Sittings to hear Chamber Summonses.

Summonses Adjourned into Court and Non-Witness Actions will be heard by Mr. Justice JOYCE, Mr. Justice SWINFEN EADY, and Mr. Justice PARKER.

NOTICE WITH REFERENCE TO THE CHANCERY WITNESS LISTS.

During the Easter Sittings the judges will sit for the disposal of Witness Actions as follows:—

Mr. Justice WARRINGTON will take the Witness List for WARRINGTON and PARKER, JJ.

Mr. Justice NEVILLE will take the Witness List for SWINFEN EADY and NEVILLE, JJ.

Mr. Justice EVE will take the Witness List for JOYCE and EVE, JJ.

CHANCERY CAUSES FOR TRIAL OR HEARING.

(Set down to April 16th, 1908.)

Before Mr. Justice JOYCE.
Retained.

Causes for Trial (with Witnesses.)
Midland Trust Ltd v Austin Friars
act F Warr & Co, ld v Beketow
act
Brunless v McKerrow act
Holbrook v The Tarvin Rural Dis-
trict Council act (May 5)

Causes for Trial (without Witnesses)
and Adjourned Summonses.

In re Wigran, dec Moon v Mait-
land adjd summs
In re Ellen Winder, dec Needham
v Winder adjd summs
In re Davies, dec Davies v Jones
adjd summs
In re C Butters Butters v Rayment
adjd summs
In re Owen, dec Bedwell v Under-
hill adjd summs
In re Freedman & Co ld Freedman
v The Company adjd summs
In re M A Simpson, dec Keene v
Hatch adjd summs
Davies v Lloyd adjd summs
In re Dawson, dec Dawson v
Dawson adjd summs
In re Bowerman, dec Porter v
Bowerman adjd summs
In re Blount and In re Vendor and
Purchaser Act, 1874 adjd summs
In re Perkins, dec Perkins v Furby
adjd summs
In re Esmond, dec Browne v
Barnet adjd summs
In re Shearly Shearly v Green
adjd summs
Port v Read adjd summs
In re Moore, dec Fox v Moore
adjd summs
In re Williamson, dec Creaser v
Williamson adjd summs
In re Rutty's Trust Rutty v Prior
adjd summs
James v Guildhall Investment, &c,
Co ld adjd summs
In re Best Paulks v Best adjd
summs
In re Rawlinson Hill v Withall
adjd summs
In re Eddowes & Sons, Solra, &c
adjd summs
In re Harding, dec Fawcett v
Walker adjd summs
In re Brooke, dec Wrench v Brooke
adjd summs
In re Bramley, dec Micali v
Bramley adjd summs
In re Morris Morris v Banks adjd
summs
In re Palmer Palmer v Todd adjd
summs
Rutter v Roberts adjd summs
In re Walters, dec Thomas v
Thomas adjd summs
In re Jobson's Settlement Trusts
Jobson v Greenhill adjd summs
In re Stappard, dec and In re an
Indenture of June 20, 1891 Davi-
son v Davison adjd summs
In re Saul, dec Norrie v Saul adjd
summs
In re Petty, dec Walker v Petty &
Petty adjd summs
In re James England, dec Taylor
v Wilson adjd summs
In re London University Medical
Sciences Institute Fund Foul-
er & Butlin v The Attorney-Gen
adjd summs
Halliday v Barclay adjd summs
In re Dunlop, dec Tapsfield v
Tapsfield adjd summs
In re Arthur Bernard v Weld
adjd summs (restored)
In re Paul, dec Glimmer v Ayres
adjd summs

In re Thomas Taylor, dec and In re
The Trustees Act, 1893 Leighton
v Burlison adjd summs
In re Dodds, dec Martindale v
Dodds adjd summs
In re Barnes, dec Barnes v Barnes
adjd summs
In re G Knowling, dec Knowling
v Knowling adjd summs
In re Bates, dec Bates v Bates
adjd summs
In re Swain, dec Phillips v Swain
adjd summs
In re Halifax Halifax v Baker
adjd summs
In re The Calgary and Medicine
Hat Land Co Pigeon v The
Company adjd summs
In re Lewis Hill, dec Davies v
Governesses Benevolent Institution
adjd summs
In re Mid Suffolk Light Ry adjd
summs
In re Hughes' Marriage Settlement
Funds Hodgson v Hughes adjd
summs
In re J C Ward, dec In re E
Ward, dec Bram v Brown adjd
summs
In re The New Zealand and Midland
Ry Smith v Lubbock adjd summs
Marreco v Palmer adjd summs
In re Drax Drax v Savile adjd
summs
Iron Ox Remedy Co ld v Standard
Tablet adjd summs
In re Dowager Marchioness Conyngham
Ramsden v The Marquis
Conyngham adjd summs
In re Leather, dec Leather v Neild
adjd summs
In re Langhorne and The Settled
Land Act, 1882 to 1890 adjd
summs
In re J O R Coope, dec Dickson v
Rose adjd summs
Vigors v The South Wales Enter-
tainments ld m f j (short)
In re Gwilym Evans, dec Williams
v Jones adjd summs

Further Considerations.

In re J F Boswell, dec Merritt v
Boswell fur con and two adjd
summs
Hodnett v Rose, Van Cutsen & Co
fur con
Before Mr. Justice SWINFEN EADY.
Causes for Trial (without Witnesses)
and Adjourned Summonses.
The British South Africa Co v De
Beers Consolidated Mines ld act
The Waldorf Theatre Syndicate ld
v Shubert adjd summs
In re Venables Lawrence v Gard-
ner adjd summs
In re Gorringe Gorringe v Gor-
ringe adjd summs
In re Philcox, dec Philcox v
Hughes adjd summs
In re Vignoles Crookshank v Vign-
oles adjd summs
In re Bailey Bosman v Edwards
adjd summs
Smith v Cassell & Co adjd summs
In re Hicks Eley v Hicks adjd
summs
In re Gent Edwards v Ferris adjd
summs
In re T Phillips & Co Ocean
Accident, &c, Corp v T Phillips
& Co adjd summs
In re Parker's Settlement Trusts
Parker v Conran adjd summs
In re J Parker, dec Parker v
Conran adjd summs
In re H E Conran, dec Conran v
Conran adjd summs

In re G Smith, dec Edmonds v
Smith adjd summs
In re Dutton, dec Jackson v Sim-
cox adjd summs
In re Partington Sewell v Rogers
adjd summs
In re Pirie Pirie v Philby adjd
summs
Vetch v Elder act
Weymouth v Davis adjd summs
In re Stanton Green v Stanton
adjd summs
In re Gooch's Settled Estates and
In re Settled Land Acts adjd
summs
In re Cocks' Estate Whitfield v
George adjd summs
Bird v Upjohn adjd summs
In re Brunning Gammon v Dale
adjd summs
In re Ursula Reeve, dec In re
Settled Land Act Reeve v Reeve
adjd summs
In re Edward Brown Lees Lees v
Lees adjd summs
In re William Ofner, dec Samuel
v Ofner adjd summs
In re T Williamson, dec William-
son v Winning adjd summs
In re Watson, dec Watson v
Watson adjd summs
In re Bucknell's Estate Tredwen v
Bucknell Bucknell v Tredwen
adjd summs
In re Bromfield's Estate Batten v
Black adjd summs
In re Tomlinson, dec Tomlinson v
Tomlinson adjd summs
In re Holmes, dec Holmes v
Holmes adjd summs
In re Gurney London v Gurney
adjd summs
In re Crawshaw Bros Jones v Craw-
shaw Bros adjd summs
In re J S Townsend, dec Town-
send v Townsend adjd summs
In re Denman, Denman v Army-
tage adjd summs
In re Shipley Young v Shipley
adjd summs
In re Everard, dec Woodward v
Phillips adjd summs
In re Sir W A White, dec Scarlett
v White adjd summs
In re Sibley, dec Sibley v Painter
adjd summs
In re Clarke Brown v Clarke adjd
summs
In re Holland Holland v Holland
adjd summs
Smith v Paruquay Central Ry adjd
summs
In re Roo, dec Roo v Stead adjd
summs
In re Patterson, dec Macdonald v
Spencer adjd summs
Phillips v Clifford adjd summs
In re Williams Taylor v Univer-
sity of Wales adjd summs
Haydon v Petgrave adjd summs
In re Houghton-le-Spring and Dis-
trict Tramway Order, 1900 adjd
summs
In re Sir F Perkins, dec Perkins v
Perkins adjd summs
In re Andrews, dec In re Settled
Land Acts, 1882 to 1890 adjd
summs
In re Farman Automobile Co ld
Burnham v The Company adjd
summs
In re Same Same v Same adjd
summs
In re D Bartlett's Trusts Tarn v
Smith adjd summs
In re Brewster, dec Butler v
Southern adjd summs
The Consolidated Pneumatic Tool
Co v Ingersoll Sergeant Drill
Co adjd summs
Same v Same adjd summs
Same v Armstrong adjd summs
Same v Clark adjd summs

Same v Same adjd summs
Bertie v Rowe m f j (short)
In re Hoyle Row v Jugg adjd
summs
In re Cardwell, dec Halliwell v
Fearnside adjd summs
In re P H Laing, dec Laing v
Webster adjd summs

Further Considerations.

The Edinburgh Reversion Co ld v
Foss fur con
Behrens v Richards fur con

Companies (Winding-up) and
Chancery Division.

Companies (Winding-up).

Petitions.
Chatma Oilfield Co ld (petn of Wm
Hutchinson & Co—s o from Feb
11 to May 5)
Commercial Industrial & Land Co
of Egypt ld (petn of J H Bower
& Co—s o from March 31 to
April 29, 1908)
Britannia Engineering Co ld (petn
of United Motor Industries ld—
s o from April 7 to May 5)
Amalgamated Distillers Co ld (petn
of William Stenhouse & Co—s o
from April 7 to April 29, 1908)
General Phonograph Co ld (petn of
Talking Machine News Co ld—
s o from April 14 to May 5)
Multi-Colour Printing Co (1904) ld
(petn of Linotype and Machinery
ld—s o from April 14 to May 5)
De Mello Brazilian Rubber Co ld
(petn of Simon Lehmann & Co
s o from April 14 to 2nd petn
day in July)
Simpson Partners ld (petn of T
Johnston)
Hedges ld (petn of Wilkes Brothers
and Co)
F V White ld (petn of Venables,
Tyler & Co ld)
Mica Boiler Covering Co ld (petn of
J W Morley)
La Banque Intermediaire ld (petn
of Bergens Kreditbank)

Motion.

Mayfair Printing and Publishing
Co ld (for leave to issue writ of
attachment—ordered to stand
over generally on April 3, 1906)

Companies (Winding-up) and
Chancery Division.

Court Summonses.

Syria Ottoman Ry Co ld (as to proofs
of debt of W Parker—ordered to
stand over on Jan 11, 1906, to be
tried with certain actions)
S G Syndicate ld (on Low's claim—
s o from April 7 to May 5)
New Druce Portland Co ld and anr
v Blakiston and anr (for payment
out—s o from April 7 to April 29)
Rand Central Electric Works ld (on
Spengel's claim)
Empress Assee Corpn ld (on pre-
liminary point)
New de Kaap ld (for removal of
Liquidator)

Before Mr. Justice WARRINGTON.
Retained.

Adjourned Summonses, &c.
In re Villiers' Settlement Villiers
v Douglas adjd summs (s o)
In re Bower's Settlement Har-
grave v Bower point of law
(advanced by order)
In re Abrahams' Estate Abra-
hams v Abrahams adjd summs.
In re Bate's Estate Innocent v
Bate adjd summs
In re T B Oliver, dec Wilson v
Oliver adjd summs

Motions.

In re H. Fuller, dec The Fore Street Warehouse Co ld (on behalf &c) v Fuller and anr (for April 28)
Reade v Reed & Sons ld (s o May 2)

Petition.

Basnett v Moxon (s o May 2)

Causes for Trial (with Witnesses).

Adler v Deutsch Schlesinger act
Tress & Co v Ayres & Smith act
In re Tress & Co Trade Mark, No 473,890 of 1906, and In re The Patents, Designs, and Trade Marks Acts, 1883 to 1888 motn for rectification
Appleyby v Lord St Oswald act (s o)
J Burton & Sons ld v Burnham act
Castle v Lowe act pt hd (s o)
Godden v The Kent County Gas Light, &c, Co act (s o)
Adams and ors v The Wandsworth Borough Council act (s o not before 2nd day Easter)
The Bakers' Automatic Combination Thread Winder and Shuttle Filler Co Proprietary ld v H M Spratts and ors act
King v King act
In re Thornhill Thornhill v Thornhill act (s o until further order)
Mendelssohn v Traies & Son act (s o P D)
The Mayor, &c, of Westminster v The Rector and Churchwardens of St George's, Hanover Square act
Venning v Bayldon act
Russell v Burnham and ors act (s o for security)
Vanden Bergh and Sir J. H. Morris v London Central Markets Cold Store ld act (s o May 15)
Edisonia ld v Forse and ors act and counterclaim
Crown Perfumery Co v Me Moss Soap Perfumery Co and Richard Wilkinson act
The Mercedes Daimler Motor Co ld v The British and Colonial Daimler Mercedes Syndicate ld act
Farbon v Newman & Walbey act
The British Vacuum Cleaner Co ld v The Exon Hotels Co ld act
The Imperial Tramway Co ld v Blathway & Blake act
Mayor, Aldermen, &c, of Brighton v Packham and anr act
Hammond v Hammond act
Martell v Davey and Moore act
Townsend v Atkins act
Knight v Battams act
In re Hollinrake, dec Howarth v Sutcliffe act
In re Hunter's Settlements Knight v Knight act
Hassan v Hassan act and m f j
Mansell v Wise act and counterclaim
Elkinton v Ford act
Paris v Clinton act
Stagg & Robson ld v Selby Motor, &c, Co ld act
In the Matter of the Estate of E Blackburn, dec Hey v Blackburn act
Spreadbury v Drakoulas act
Leigh v Gregory act
Chelsea v Parker act
Marshall v Pleva act
Marks and ors v Westernman act
White v Randall (widow) act
England v England act
Nicholl v The Cardiff District Collieries and anr act
Amberst v Villiers and ors - act and counterclaim
Adair v The New River Co and anr act
Hallamshire v The International

Finance and Development Corpn ld and anr act and counterclaim

Honywood v Attenborough act
Browne v Ward act
Barnes and ors v Jones Bros act
Wedge v Panter & Quinney act
Fearn v Howard act and m f j
Earl of Clanwilliam v Colville and ors act
Great Western Ry Co v Midland Ry Co act

Before Mr Justice NEVILLE.

Retained by Order.

Adjourned Summonses.

Anderson v Wandsworth Borough Council pt hd
In re Ratcliff, dec Vaughan-Les v Ratcliffe adjd summs
In re Lisseter Lisseter v Lisseter adjd summs
In re Marsden Smith v Millar adjd summs
Willoughby v Paulet adjd summs
In re Boothroyd, dec Boothroyd v Smith adjd summs
In re Ashby, dec Browne v Tanqueray adjd summs
In re Walter Burke, dec Burke v Burke adjd summs

Causes for Trial (with Witnesses).

Price's Patent Candle Co v London County Council act
British Oxygen Co ld v Liquid Air Power and Automobile Co of Great Britain act
Byworth v Birch act and counterclaim
Staunton v Hampshire Light Railways (Electric) Co act (not before May 30)
Halford v Thomas act
Smallwood v Stubbs act
Woodbridge v Harvie act
Bott & Robinson v Lambeth Borough Council act
Freeman v Bond act
In re Klaber & Sternberg's Patent No 11,377 of 1903 and In re The Patents, Designs and Trade Marks Acts, 1883 to 1907 petn
Vavasour v Denham act and counterclaim
The Bourne Water Works Co v The South Lincolnshire Water Co act and counterclaim
Simpson v Gluckstein act
Willis v Tregale act
Taylor v Daniel act
In re Shard Shard v Stewart act
Forster v Forster act
Phillips v England act and counterclaim
Clarke v Hollebone act
The Conservators of Mitcham Common v Forest Same v Bond act and m f j
Hann v Hann act
The Claims Realization Co ld v Classen act
In re Matthews, dec Done v Roberts act and m f j
Burton v Bevan act
The Electric and Anglo-American Manufacturing Co v John Jaques & Son ld act
Wright v Moyns act
In re Trade Marks Act, 1905 In re Application of Cudabay Packing Co In re Application of Springfield Chemical Co, 281,794 motn
In re The Registration of a painting of the figure of a Dutch Woman, depicted as chasing Dirt and In re The Fine Art Copyright Act motn
Jefferey v Gardner act
Blair v Smith act
Banks v Nash act
Upcraft v Pearce act

Consolidated Brake and Engineering Co ld v Mordan act (not before May 18)

Liverpool and North Wales Steamship Co v Mersey Trading Co ld act
Hopps v Mullis act
Well Fire Co ld v J & R Corker ld act
Mackenzie v Raleigh act
Cocke v Fothergill act
Stuart v Selfridge act
British Ore Concentration Syndicate ld v The Minerals Separation ld act
Drage & Sons v Elster act
Phillips v Baron act
Golding v Chaplin act
Smith v Paraguay Central Ry Co act
Rooney v White act
Osborne v Amalgamated Soc of Ry Servants act
In re Woodger, dec Hale v Woodger act
The Bohm Lens Lamp Co v Bohm act
In re Williams, dec Richard v Williams act
The Mashonaland Ry Co ld v The Beira Ry Co ld act and counterclaim
In re T W Shapland, dec Shapland v Whait act
Pearks ld v Ornstein act
Ridout v Telling act
Stewart v McLaughlin act and counterclaim
Jones v Saunders Bros act
Chamberlayne v Elwes act
In re J Mavins, dec Mavins v Mavins act
The Exchange Steamship Co ld v The Lombard Steamship Co act
Viscount Cobham v Staffordshire County Council act
Walker v Griffith act
Erith & Co ld v Couch act
Wilson v Harper act
Horner v Clulow act

Before Mr. Justice PARKER.

Retained by Order.

Causes for Trial (with Witnesses.)
Howard Cundley (trading as Henry Poole & Co) v Lerwell & Pike act
Dams v Locke-King act Meares v Locke-King act
Phillipart v William Whiteley ld act In re Phillipart's Trade Mark No. 274,557, and In re Trade Marks Act, 1905 motn
Further Consideration.
Wild and ors v Stratton fur con

Causes for Trial (without Witnesses)

and Adjourned Summonses.
Poulton v Adjustable Cover and Boiler Block Co adjd summs
In re Baron Hastings, dec Hastings v Birkbeck adjd summs
Galloway v Galloway adjd summs
In re Eliza Jones, dec Walters v Mansell adjd summs
In re J P Pool, dec Southey v Seal adjd summs
In re Williams' Settlement Williams v Jones adjd summs
In re Battock's Estate Battock v Battock adjd summs
In re T Pointon's Settlement Giles v Pointon adjd summs
In re W S Richardson, dec In re John Richardson Selwyn, dec The Permanent Trustee Co, N S W, ld v Hodson adjd summs
In re Evans Thomas v Thomas adjd summs
In re Bishop Bishop v Bishop adjd summs

In re Innes, dec Barclay v Innes adjd summs

In re Keyworth & Simpson and The Corporation of Doncaster's Contract and Vendor and Purchaser Act, 1874 adjd summs
In re Beaumont's Estate Beaumont v Herbert adjd summs
In the Matter of Stiles ld Lee and ors v Stiles ld m f j
Truman v Tremellen summs to vary Same v Same adjd summs
In re Vincent, dec Rohde v Palin adjd summs
In re John Lord's Trusts Warren v Lord adjd summs
In re Robert Pratt, dec Morgan v Pratt adjd summs

Before Mr. Justice EVZ.

Retained Business.

Motions.

Lord Onslow v The Westminster Trust
Page v Walker

Short Cause.

Livingston v Eckardstein m f j

Adjourned Summonses.

In re The Marchioness of Huntley's Jointure Huntley v Sidebottom
In re Bowes, dec Bowes v Bowes
In re Holmes, dec Holmes v Holmes
In re Lewis Hill, dec Davies v Napper
In re Lewis Hill, dec Davies v Cluer
In re Buse, dec Thomas v Adlam
In re Cleaver, dec Kempton v Cleaver
In re Earl de la Warr's Settled Estates Buckley v Earl de la Warr
Strickland v Silcock

Causes for Trial (with Witnesses).

In re Walohn's Trade Mark, No 272,419 and In re The Patents, Designs and Trade Marks Act, 1905 motn to rectify register (to come on with trial of act, "Rosenthal v Janowitz," not yet set down)
Harlech v Huntley act
Palmer v Palmer act
The Bishopsgate Finance Corp v Delaforce act
In re Mark's Patent, No 17,767 of 1906 and In re the Patents, Designs, and Trade Marks Act, 1883 petn (not before May 18)
The Mineral Estates ld v T W Scott Jones act and counterclaim
Holden v The Car and General Insee Corpn act
In re E Croydon, dec In re L A Croydon, dec In re G H Croydon, dec In re S J Croydon, dec In re W H Roberts, dec Hincks v Roberts act
Lowndes v Hollins act and counterclaim
Alliance Credit Bank of London ld v Owen act, counterclaim and m f j
In re Hobson, dec Foster v Watson act (Leeds District Registry)
Clark v Orosland act
Owen v Faversham Corpn act
Knowles & Wollaston v Chapman act
Terrell v Gaakell act
Williams v Thomson act
White v Buckman act
Paquin ld v Hayward act
Chapman v Michaelson act and counterclaim
In re R P Graham, dec Legge v Graham act

Winding-up Notices.

London Gazette.—FRIDAY, April 24.
JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CAMBRIAN MILLING CO, LIMITED.—Creditors are required, on or before June 1, to send their names and addresses, and particulars of their debts or claims, to Richard Williams, Leeds st, Liverpool, Liquidator.

DAYTON UNITED MINES SYNDICATE, LIMITED.—Creditors are required, on or before June 1, to send their names and addresses, and the particulars of their debts or claims, to Henry William Holland, 27, Cannon st. Ward & Co, Gracechurch st, solors to liquidator.

DURHAM ESTATE CO, LIMITED (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before July 15, to send their names and addresses, and the particulars of their debts or claims, to John Procter, 4, Tower st, Richmond, Yorks. Bischoff & Co, Gt Winchester st, solors to liquidator.

HALLS SPRING WHEEL SYNDICATE, LIMITED.—Creditors are required, on or before June 21, to send their names and addresses, and the particulars of their debts or claims, to Edmund Heisch, 120, Fenchurch st. Walker & Co, Coleman st, solors to liquidator.

IDEN MOTOR CO, LIMITED.—Peta for winding up, presented April 22, directed to be heard at St Mary's Hall, Coventry, May 6, at 10.30. Maddocks & Co, Coventry, London agents for Roger Fidd & Sons, Gresham st, solors for petitor. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 5.

KEYAN ELECTRIC CO, LIMITED.—Creditors are required, on or before June 3, to send their names and addresses, and the particulars of their debts or claims, to Edmund Heisch, 120, Fenchurch st. Loughborough & Co, Austin friars, solors for liquidator.

KEYAN SIGNS, LIMITED.—Creditors are required, on or before June 5, to send their names and addresses, and the particulars of their debts or claims, to Edmund Heisch, 120, Fenchurch st. Bilbrough & Plunkitt, Old Jewry, solors for liquidator.

MICHAEL SHIRAZ & SONS, LIMITED, Hick Lane Mills, Batley (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before April 30, to send their names and addresses, and particulars of their debts or claims, to George Pepler Norton, Station at bldgs, Huddersfield. Scholefield & Co, Batley, solors to liquidator.

MONROD ACCUMULATOR SYNDICATE, LIMITED.—Creditors are required, on or before May 31, to send their names and addresses, and particulars of their debts or claims, to Herbert Newson-Smith, 37, Walbrook, liquidator.

ROBERT WOODMAN & CO, LIMITED.—Peta for winding up, presented April 14, directed to be heard at the Law Courts, Peterborough, May 5, at 11.45. Cochran & Co, Birmingham, solors for petitor. Notice of appearing must reach the above-named not later than six o'clock in the afternoon of May 1.

SWALEDALE HAULAGE CO, LIMITED.—Creditors are required, on or before May 25, to send their names and addresses, with particulars of their debts or claims, to Albert Edmund Morgan, 3, Victoria rd, Darlington, liquidator.

London Gazette.—FRIDAY, April 28.
JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AUSTRALIAN MINING CO, LIMITED (IN LIQUIDATION).—Creditors are required, on or before July 1, to send their names and addresses, and the particulars of their debts or claims, to Edgar Collier, 63, Queen Victoria st. Masterman & Everington, Gt Winchester st, solors for liquidator.

A. M. HART, LIMITED.—Creditors are required, on or before June 1, to send their names and addresses, and the particulars of their debts or claims, to Alexander Nisbet, 3 and 4, Lincoln's inn fields. Johnson & Co, King's Bench walk, Temple, solors for liquidator.

A. MARTIN NEWCOMB, LIMITED.—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to F. W. Shore, 16, Tokenhouse yard, liquidator.

Geo. BOWERBARK & CO, LIMITED.—Creditors are required, on or before May 23, to send their names and addresses, and the particulars of their debts or claims, to Edmund Heisch, 120, Fenchurch st. Hare & Co, Temple chambers, solors for liquidator.

GREENWALDS PATENTS, LIMITED.—Creditors are required, on or before June 9, to send their names and addresses, and the particulars of their debts or claims, to Geoffrey Boslock, 21, Ironmonger ln, liquidator.

HUGHES, WEAVER, & CO, LIMITED.—Creditors are required, on or before May 20, to send their names and addresses, and the particulars of their debts or claims, to Alan Clarke Vincent, 34 and 36, Gresham st, liquidator.

JONES, THOMAS, & CO, LIMITED.—Creditors are required, on or before June 1, to send their names and addresses, and the particulars of their debts or claims, to W. H. Davies, 26, Castle st, Cardiff, liquidator.

LONDON MINING TRUST, LIMITED.—Creditors are required, on or before June 17, to send their names and addresses, and particulars of their debts or claims, to Arthur Reginald Weichman, 9, Old Jewry chambers, liquidator.

RANSBOTOM CONSERVATIVE INDUSTRIAL CO-OPERATIVE SOCIETY, LIMITED.—Peta for winding up, presented April 23, directed to be heard at the Court House, Mawley st, Bolton, May 27, at 10. Pickstone & Jones, Radcliffe, Lancs, solors for petitor. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 23.

The Property Mart.

Sales of the Ensuing Week.

May 4.—Messrs. DRIVER, JONES, & CO., at the Mart: Freehold Estate (see advertisement, p. v, this week).

May 4.—Messrs. WEATHERALL & GREEN, at the Mart, at 2: Freehold Building Site (see advertisement, back page, April 4).

May 5.—Messrs. BRODIE, THOMAS, & CO., at the Mart, at 2: Freehold Residential and Sporting Estate (see advertisement, back page, April 25).

May 6.—Messrs. E. & S. SMITH, at the Mart, at 2: Long Leasehold Shops (see advertisement, back page, April 18).

May 7.—Messrs. H. E. FORTER & CRAWFIELD, at the Mart, at 2: Absolute Reversions, Reversions, and Policies of Assurance (see advertisements, p. v, this week).

May 7.—Messrs. CHRISTENTON & SONS, at the Mart, at 2: Long Leasehold Investment and Town Residence and Freehold Properties (see advertisements, p. 474, this week).

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, April 10.

GEDNEY, WILLIAM, Weston, Lincoln May 1 Gedney v Grummitt, Warrington, J Harvey, Spalding.

GLADWIN, ANNIE, Scarborough April 30 Gladwin and Others v Dawson and White, Eve, J Bloomer, Gt Grimsby.

LAKOLBY, GEORGE RICHARD, Brixton hill April 23 Langley and Another v Langley and Another, Joyce, J Finch, Craig's ct, Charing Cross.

McKENZIE, ROBERT, Liverpool May 6 McKenzie v McKenzie and Others, Registrar, Liverpool District Sedgwick, Liverpool.

SETTLE, THOMAS, Bolton May 1 Ollerston v Baines and Settle, Registrar, Manchester District Leigh, Bolton.

TRENY, WILLIAM, Reading, Licensed Victualler April 30 Taylor v Treeby, Joyce and Eve, JJ Hatt, Reading.

London Gazette.—FRIDAY, April 10.

HANKEY, WILLIAM EDWARD, Addington row, Bow, Oil Refiner May 16 Hankey v Hankey, Joyce and Eve, JJ Robinson, Basinghall st.

MILES, ALBERT THOMAS, Sheerness, Grocer May 7 Miles v Miles, Swinfen Eady and Neville, JJ Blome-Jones, Sheerness.

MILES, JAMES, Sheerness May 7 Miles v Miles, Swinfen Eady and Neville, JJ Blome-Jones, Sheerness.

PAINE, WILLIAM, Hales st, Woolton Warehouseman May 14 Panton & Sons, Paine and Watson, Warrington, J Overy, Rood ln.

London Gazette.—TUESDAY, April 14.

ATHERTON, JAMES, Birkenhead, Chester May 12 Atherton v Shaw, Registrar, Liverpool District Haxley, Liverpool.

JACOB, MONTAGUE, Harborne, dr Birmingham Jeweller May 13 Jacob v Jacob and Others, Neville, J Whitlock, Birmingham.

London Gazette.—FRIDAY, April 17.

HART, JONAH, Berkhamstead, Hertford, Timber Merchant May 12 Lydon and County Banking Co, Limited v Hart and Others, Warrington, J Archer & Son, Fenchurch st.

PINGUEY, THOMAS, Cumnwhinton, Cumberland, Farmer May 11 Pinguey v Pinguey, Eve, J Hetherington, Wigan.

TAYLOR, SIDNEY WILLIAM, Stafford, Pianoforte Dealer June 3 Mitchell v Taylor, Neville, J Pickering, Stafford.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, April 7.

ATCHISON, JOHN, Southport May 19 Holt & Co, Manchester.

BABROW, MARY, Ryde, I of W May 9 Arnold & Son, New ct, Lincoln's inn.

CARRLESS, CHARLES JAMES, Wood Street, nr Guildford May 4 Snow & Co, Great St Thomas Apostle, Queen st.

CLARKE, HENRY, West Bridgford, Notts May 12 Hind & Godfrey, Nottingham.

COORDEAT, JOSEPH HENRY, Hillfield rd, West Hampstead May 16 Sawbridge & Son, Aldershot.

DOUGHTY, ELIZABETH, Duddington, Cambs April 30 King & Sharmar, March, Cambs.

FOOTE, ALICE, Birmingham May 3 Botteley & Sharpe, Birmingham.

FODER, CHARLES, Sutton Coldfield, Warwick May 2 Price, Birmingham.

FOX, RICHARD, Broseley villas, Wood Green May 30 Wedlake, Finsbury Park.

GEORGE, FRANCIS BENNETT, Wadebridge, Cornwall, Grocer April 17 Carlyon, Truro.

GLIDSON, JOSEPH, Devonport, Contractor May 9 Pearce, Devonport.

LOWY, JOSEPH GAILARD, Farnborough, Yorks May 1 Howe & Co, Towercenter.

GRANT, SARAH ANN, Moss Side, Manchester May 15 Rigby, Manchester.

GRAY, ELIZABETH FRISCILLA, Sandy, Beds May 30 Smith, Sandy, Beds.

GREEN, EDWIN, Harborne, Staffs May 11 Brooks, Birmingham.

HALL, CHRISTOPHER SCOTT, Newcastle upon Tyne May 7 Mather & Dickinson, Newcastle upon Tyne.

HART, PETER, George st, Hanover st May 4 Strong & Co, Gracechurch st.

HARTLEY, JOHN, Pontefract May 19 Carter & Co, Pontefract.

HOCK-CHILD, ALBERT THOMAS, Viewley May 20 Coxwell & Pope, Southampton.

HUNT, SARAH, Batsley May 11 Batsley & Sons, Barnsley.

HUNT, THOMAS, Tankersley, York, Grocer May 11 Batsley & Sons, Barnsley.

JONES, COLIN JOHN TANDY STANHOPE, Tunbridge Wells, Kent May 18 Bloxam & Co, Lincoln's inn fields.

KELGWIN, THOMAS HENRY, Sydney, NSW May 10 George, Old Broad st.

KIRK, ESTHER ANN, Oughthill, York May 14 Whitehead, Stalybridge.

LAKE, ELLER, Fairford, Glos May 7 Tunbridge & Co, Redditch.

LOWY, JOSEPH STUART May 7 Hand & Co, Stafford.

LOWY, MARGARET, Elsdon, Elldonshire, Salop May 1 Giles, Elldonshire, Salop.

MACDONALD, ALEXANDER, Hale May 23 Innes, Manchester.

MCDONALD, EMMA, Palliser ct, Palliser rd, West Kensington May 16 Rubins & Co, Lincoln's inn fields.

MARR, THOMAS STRICKLAND, Ulverston May 2 Martin & Atkinson, Ulverston.

MARTIN, JOSEPH TAYLOR, Liverpool May 4 Lees & Co, Liverpool.

MAWES, FREDERICK, Kingston upon Hull, Joiner June 4 Leak & Co, Hull.

MEWIS, GEORGE EDWIN, Birmingham, Manufacturer May 11 Brooks, Birmingham.

PLANT, MARY, Rhifnal, Salop May 11 Brooks, Birmingham.

POTT, VON ALFRED, Windlesham, Surrey May 9 Ingle & Co, New Broad st.

POULTON, RAY JOHN, Harrow, Wesleyan Minister May 2 Neave & Co, Strand.

PUGH, ALICE THERESA, Rugby May 9 Reddish, Rugby.

REWALL, GEORGE ALFRED, Southend on Sea, Jeweller May 30 Thorne & Co, Southend on Sea.

RICHARDSON, ELIZA, St Leonards on Sea May 14 Chalinder & Herrington, Hastings.

RUTLAND, JAMES, Taplow, Bucks May 8 Francis & Crookenden, New st.

SCHEVER, GEORGE, South Croymon May 10 Butler, Mark ln.

SMITH, MARY, West Hartlepool June 30 Turnbull & Tilly, West Hartlepool.

SPARROW, THOMAS HUGHES, Cheltenham April 30 Heath & Eckemall, Cheltenham.

SUTHERLY, ANN, Chesham, Bucks May 16 Francis & How, Chesham, Bucks.

SWINBURNE, THOMAS, West Hartlepool, Farmer June 3 Turnbull & Tilly, West Hartlepool.

THOMAS, MARY ANN, Handsworth May 2 Price, Birmingham.

THOMAS, ELIZABETH MARY, Ryde, I of W May 9 Durnford, Temple chambers, Temple av.

THOMAS, HANRIET, Walsall May 6 Wilkinson & Co, Walsall.

WALTON, ST JOHN LAWSON, KC, MP, Paper bldgs, Temple May 31 Austin & Austin, Clement's inn, Strand.

WARAKES, THOMAS, Cambridge, Barrister at Law, LL.D May 9 Symonds, Cambridge.

WILHELM, EMIL DANIEL FERDINAND VICTOR AUGUST, Priory rd, West Hampstead.

Professor of Music May 18 Stileman & Neate, Southampton st, Bloomsbury sq.

WOLFE, AMELIA, West End ln, West Hampstead May 6 Goldman, Southampton sq, Bloomsbury.

WOOLLEY, GEORGE LEE, New York, Shipowner June 30 Turnbull & Tilly, West Hartlepool.

London Gazette.—FRIDAY, April 10.

ABELL, ANNE, Leicester May 11 Stevenson & Son, Leicester.

ADKINS, BENJAMIN, Brighton, Architect June 4 Pollard, Brighton.

ADSHED, ROBERT, Denton, Labors, Licensed Victualler May 11 Woolfenden, Denton.

ALLAN, MARY ANN, Manchester May 11 Podge, Manchester.

AMOS, SARAH MACLARDIE, St. Ermins Hotel, Westminster June 10 Gard & Co, Gresham bldgs, Basinghall st.

ATKIN, CHARLES, Scarborough rd, Harrow May 21 Woodbridge & Sons, Uxbridge.

BELSHAW, WILLIAM RICHARDSON, Syston, Leicester, Gut Manufacturer May 10 Stevenson & Son, Leicester.

BROWN, JOHN ADAM, sen, Blakemore rd, Streatham May 20 Cobbing, Lambert rd, Brixton hill.

CAIRNS, MARGARET, Berwick upon Tweed May 12 Smith, Berwick upon Tweed.

CALDCOTT, CATHERINE ELIZABETH, Bath May 25 Maule & Robertson, Bath.

CLARK, HENRY, Nottingham May 20 Wing & Son, Nottingham.

CLAYTON, THOMAS, Oxenden, Halifax May 20 Jubb & Co, Halifax.

CORRY, JOHN, Park Hill rd, Croymon May 21 Marshall & Liddle, Croymon.

DICKIES, CHARLES JOHN, Putney hill May 23 Marshall & Co, King st, Hammersmith.

FORBETH, JOHN, Strood, Kent, Wine Merchant May 3 Greathead & Co, Rochester.

FORBETH, ARN, Worcester May 9 Tree, Worcester.

FRANCIS, LOUISA KELLY, Colchester June 1 Marshall & Co, Colchester.

GENTY, EDWARD, Ashton under Lyne, Coal Merchant May 2 Baguley, Ashton under Lyne.

HADLEY, THOMAS, Birmingham, Tailor May 25 Babcock, Birmingham.

HAIG, NATHANIEL, Wakefield, Beer Bottler May 13 W & T O Dickinson, Wakefield.

HALES, JAMES, Ashles rd, West Hampstead May 31 Stringer & Stringer, High rd, Kilburn.

HARDWAY, HANNAH, Brentford May 9 Walker, Arundel st, Strand
HARRISON, JOSEPH, Sutton Coldfield, Jeweller May 16 Burton & Clark, Birmingham
HARRELL, MARGARET STUART, St Charles sq, North Kensington May 1 Hamilton, Copt-hall sq
HOODS, WILLIAM, Sittingbourne, Beer Retailer April 25 Finch & Co, Sittingbourne
HOODS, SARAH, Sittingbourne April 25 Finch & Co, Sittingbourne
KINGSTON, HOLMES, BOGORO, April 25 Watkins & Co, Backville st, Finsbury
KIRKLAND, GEORGE GRAYTON, Clarendon rd, Walthamstow, Professor of Music May 11 Lloyd, Woodhouse rd
LEEDWARD, THOMAS DENHAM, Manchester, Decorator May 11 J L McIlraith, Kennedy st, Manchester
MAGNOROTH, WILLIAM HENRY, Belvedere, Kent June 1 Stone, Woolwich
MORSE, ROBERT JAMES, Maresfield gdns, Hampstead May 20 Sawbridge & Son, Alder-hambury
NEILSON, WILLIAM, Deal May 23 Shearman, Gresham st
NEWMAN, JOSEPH, Brighton April 30 Cushman & Clifton, Brighton
PAGE, PIERCE JOHN, Llangollen May 1 Hand & Co, Stafford
PAGE, TANAR, Southsea, Hants May 14 Sherwin, Portsmouth
PEARSON, ELIZABETH SOPHIA ESTHER, Scarborough May 20 W & W S Drawbridge, Scarborough
RAYMOND, WILLIAM GUY BEERSFORD, Bournemouth May 10 Hilder & Co, Jermyn st, St James's
RICHARDSON, EDWARD, Manchester May 25 Aston & Co, Manchester
ROBERTS, ROBERT WILLIAM, Woodford rd, Forest Gate May 14 Catt & Co, Road in
ROBERTS, WILLIAM GEORGE, Garston, Liverpool, Copper Merchant May 19 Husband & Son, Liverpool
SANDERS, ELIZABETH GRIMBURY, Northampton May 7 Bennett, Banbury
SANDERS, ELIZABETH HANNAH, Dedham, Essex May 6 Elwes & Co, Colchester
SCHEVENS, HENRY AMBROSE, Lewes May 10 The Public Trustee, Clement's inn, Strand
SHERBURN, JAMES, Tottington, nr Bury, Lancs, Dyer May 23 Wallis, Bury
SMITH, EDWIN, Blackburn, Piano-forte Dealer May 1 Bennett, Blackburn
SMITH, JESALINA, Wargrave, Berks May 20 Collyer-Bristow & Co, Bedford row
SPENCER, FRANCIS MEDIE, Chester, Chemical Manufacturer May 11 Adleshaw & Co, Manchester
TAYLOR, EMMA, Hipperholme, Halifax, Yorks May 9 Longbottom & Sons, Halifax
TAYLOR, THERESA FANNY, West Cromwell rd May 9 Prince, Essex at, Strand
THOMAS, EDWIN, Gerrards Cross, Bucks May 8 Cooper & Baker, Portman st, Port-mans sq
TWISS, ALICE ANELLA, Addison rd, May 18 Nichol & Co, Howard st, Strand
TUCKER, WILLIAM, Othley, Somerset May 9 Poole & Bonington, Bridgwater
TYLER, HANNAH, Leigh, Lancs May 15 Dootson, Leigh, Lancs
VINCENT, ELIZABETH, Wychbold Vicarage, nr Droitwich, Worcester May 30 Herd & Co, Birmingham
WANDERBORG, HENRY, Worthing May 7 Bennett, Banbury
WHITE, ELIZABETH, Lumberland pk, Acton May 16 Seagrove & Co, Chancery in
WILKS, KATE ELIZABETH, Cardiff May 11 Stephens, Cardiff
WILKINSON, JAMES, Clayton, nr Bradford, Twister April 21 Trewavas & Massey, Bradford
WILLIAMS, JOHN, Llandudno Junction, Llangwstelin, Carnarvon May 11 Chamberlain & Johnson, Llandudno
WILTSHIRE, CHARLES GEORGE, Epsom, Surrey, Jobmaster May 9 Hart, Epsom
WINTERS, SAMUEL, Chesterton, Cambridge, Farmer June 7 Ginn & Co, Cambridge
WINTERS, ELIZABETH, Chesterton, Cambridge June 7 Ginn & Co, Cambridge
WOODWARD, THOMAS, Old Newton, Suffolk, Farmer May 8 Josselyn & Sons, Ipswich
WRIGHT, EDWARD HERBERT, Burton upon Trent May 9 Goodger & Son, Burton upon Trent
YATES, ADA MARIA, Hove, Sussex May 19 Eggar, Brighton

London Gazette.—TUESDAY, April 14.

ANDERTON, GEORGE HERBERT, Howden, Yorks, Chemical Manure Manufacturer April 28 Hall, Bury
BARDON, MARGARET, Llandudno May 12 Bone, Llandudno
BRATTON, MARY ELLEN, Southport, Lancs June 3 Farrar & Co, Manchester
BRECH, FREDERICK, Kermel, nr Manchester, Estate Agent May 16 Beech, Manchester
BOYLE, MICHAEL JAMES, Cambridge ter, Hyde Park May 20 Witham & Co, Gray's inn sq
BRATTON, HENRY FREDERICK, Bournemouth June 30 Coleman & Co, Surrey st, Strand
CLARK, HERBERT WILLIAM, Bath, Solicitor May 30 Simmons & Co, Bath
CLARK, JAMES, Bath, Solicitor May 30 Simmons & Co, Bath
COLMAN, WILLIAM GEORGE MAY, Tunbridge Wells, Dayrman June 1 Gower, Tun-bridge Wells
CORRETT, MARY, Seaford, Salford, Lancs May 26 Aston & Co, Manchester
COURNEN, CHARLES BAXTER, Clarendon gdns, Baywater May 30 Walls & Co, Old Jewry
DENNY, WILLIAM LUDGER, Aldershot, Bootmaker April 30 Hollett & Co, Farnham
DEQUEN, JANE, London rd, Forest Hill May 15 Armstrong, Forest Hill
EVANS, ESTHER, Milnrow, nr Rochdale May 16 Ripley & Co, Rochdale
FARLEY, JOHN FREDERICK, Farnham, Zetland May 18 Crowders & Co, Lincoln's inn fields
FRANCIS, MARIA ANN, West Norwood May 16 Wadson & Malleson, Devonshire sq, Bishopsgate Without
GILBERT, THOMAS, Faversham, Kent, Miller May 30 Tansell & Son, Faversham
GRANTHAM, ELIZABETH ANNE, Little Steeping, Lincs April 24 Walker & Co, Spilsby, Lincs
HARDING, HENRY, Woodford, Essex May 30 Raddley & Co, Lendenhall st
HOLLINGWORTH, CAROLINE KIKI, Southsea, Hants May 19 Edgcombe & Co, Southsea
HUTCHINSON, THOMAS, Newcastle upon Tyne, Builder June 1 Esther Jane Hutchinson, Elswick rd, Newcastle upon Tyne
KAY, JOHN, Eccles, nr Manchester May 16 Walker & Co, Manchester
LAW, ELLEN, Masham, Yorks May 31 Edmundson & Gowan, Masham, R S O
LEE, WILLIAM LILLY, Bloxwich, Staffs May 11 Evans, Walsall
LITHALL, SARAH, Leamington, Warwick June 1 Wheble, Leamington
MARDEN, RICHARD THOMAS, Dalton, nr Huddersfield, Woollen Salesman May 9 Armitage & Co, Huddersfield
NEAVE, SUSAN VIDLER, Southampton May 20 Harfield & Son, Southampton
NORMANDALE, RAY THOMAS, Over, Cambs Oct 8 Steel & Steel, Sudbury, Suffolk
PAGE, HENRY, Amynd Park rd, Twickenham, Linen Draper May 12 Hutton & Co, Brentford
PARKE, MARGARETTA HANNAH, Leamington, Warwick May 11 Johnson & Marshall Dudley
PRATT, THOMAS ISERSON, Evesham June 1 Birch & Co, Evesham
RYLANDS, ENRIQUETA AUGUSTINA, Stretford, nr Manchester May 30 Orford & Sons, Manchester
SHAW, GEORGE, Almondbury, Huddersfield April 30 Armitage & Co, Huddersfield
SMITH, FLORENCE MAEL, Harrington rd, Leytonstone May 15 Mossop, Lincoln's inn fields
SMYTH, CHARLES JAMES, Lowestoft May 30 Smyth, Basinghall st
TAYLOR, SAMUEL, Ashton under Lyne May 30 Taylor & Buckley, Ashton under Lyne
THOMPSON, JAMES, Wyndyrd, Durham, Farmer May 9 Barugh, Stockton on Tees
THOMPSON, JOSEPH WILLIAM, Throst, Northumberland, Farmer May 18 Baly & Fisher, Hexham
TRACUPP, ROSA ADA, Wandsworth Union Infirmary, South-West Battersea May 26 Bolton & Co, Temple gds, Temple
TRICA, FRANCIS, Bristol, Tailors' Trimming Merchant May 23 Dickinson & Co, Weston super Mare
WARRER, LUCY, Harley gdns, North Kensington May 23 Bird, Young st, Kensington
WATSON-SMITH, RICHARD, Folkestone May 30 Tansell & Son, Faversham, Kent
WILLIAMS, ANNE ROSA, Reading May 31 Rodgers, King st, Cheapside
WILLIAMS, SARAH, Worcester May 11 Beauchamp & Gallaher, Worcester
WINGGATE, SARAH ELIZABETH, Southport May 9 Beck & Co, Southport
WRIGHTSON, FRANCIS, Strickley, Worcester, Doctor May 16 Crowder & Smallwood, Birmingham

London Gazette.—FRIDAY, April 17.

ALCOPE, EDWARD, Blackheath, Staffs, Boot Dealer April 30 Cooksey & Co, Old Hill
BAKER, MARIANNE, Standon, Essex May 14 Stow & Co, Lincoln's inn fields
BARRIS, CAPTAIN AUGUSTUS JUSTLEY EYAN DAE, Weymouth st, Portland pl May 17 Bate & Co, Bedford row
BARTLETT, MARIA LOUISA, Montpellier, Bristol May 18 Meade-King & Sons, Bristol
BIRKLEY, JAMES ISAAC, Fartown, Huddersfield, Yarn Spinner April 30 Armitage & Co, Huddersfield
DEAL, CHARLES, jun, Brentford, Builder May 16 Bull & Bull, Hammermith
DEFFELL, CHARLES, Tudor rd, Upper Norwood June 1 Lanfair & Co, Cannon st
DICKINSON, ISABELLA, Hartlepool May 16 Bell, West Hartlepool
DICKINSON, JOSEPH, Crook, Durham May 18 Marquis, Crook
DILLON, GRITAUDE MARIA, Holland Villas rd, Kensington May 15 Valpy & Co, Lincoln's inn fields
DOUGLAS, ALFRED, Matlock June 1 Potter, Matlock
DUGAN, EDWARD, Clifton, Produce Broker May 30 Sturge, Bristol
EBBELL, ELIAS, Midway Park May 30 Bettelley, Surrey st, Victoria Embankment
FIELD, THOMAS JOSEPH, Southampton st, Camberwell May 16 Barrett & Co, Lendenhall st
FORD, JAMES, Salehurst, Sussex, Farmer May 22 Buss, Tunbridge Wells
FOSTER, WILLIAM, South Woodford, Boot Dealer May 11 Snow & Co, Gt St Thomas Apostle, Queen st
FREEMAN, ALFRED, Grays, Essex August 31 Green, Grays
GOLDFINCH, HARRIOTT MARIA, Camplin st, New Cross May 20 Longbourn & Co, Lincoln's inn fields
GOODISON, JOHN RALPH, St Kilda, Victoria, Australia May 13 Flegg & Son, Laurence Pountney hill
HANDLEY, ELIZABETH, Highbury New pk May 30 Gosnell & Son, Finsbury pyunt
HENRY, SOPHIA SARAH, Westbourne ter May 20 Spyer & Sons, London wall
HICKS, PHILIPPA MATILDA, Fingringhoe, nr Colchester May 20 Brooks & Co, Doctors' Commons
HOLM, JESSE, Ongar, Essex May 18 Hilliard, Chelmsford
JENKINS, DAVID, Lambeth walk, Dairyman May 20 Hughes, Aberystwyth
JENKINS, WILLIAM, Bargoed, Glam June 2 Dauncey & Son, Tredegar, Mon
LANGRIDGE, ARTHUR EDWARD, Dunstable May 30 Buckmaster, Bedford row
LOVEY, ALFRED FRANCIS, Rochester ter, Camden Town, Music Hall Manager May 13 Hattaway, South sq, Gray's inn
MACHICOE, AUGUS, Liverpool, Master Mariner May 31 Thompson & McMaster, Liverpool
MITCHELL, FREDERICK BIRD, Chomleigh, Devon, Corn Merchant May 30 Crosse & Co, South Molton, North Devon
RAO, MATHURAJH SHI GODAY NARAIN GAJPUTER, KCIE, Vizagapatam, India July 31 Richardson & Sadlers, Golden sq, Regent st
RAINEY, ALLAN, Boston, Lincs May 1 Walker & Co, Alford
ROBERTS, HANNAH HARRER, Hove, Sussex May 16 Dawes & Son, Angel ct, Throgmor-ton st
ROGERS, THOMAS, Waldron, Sussex, Tailor May 13 Swann, Heathfield
RUSSELL, JOHN, Milton next Gravesend June 6 Russell & Co, Old Jewry chimbr
SENIOR, ALFRED, Litherland pk, Seaford, nr Liverpool, Manager May 16 Thompson Liverpool
STANDRING, PIERCE WILLIAM DOUGLAS, Silkstone Common, nr Barnsley May 18 Raley & Sons, Barnsley
STARKER, FANNY, Bendigo, Victoria, Australia May 13 Flegg & Son, Laurence Pountney hill
STEVENS, SARAH, Galleyswood, nr Chelmsford May 18 Meggy & Stunt, Chelmsford
STUART-SHALE, ELIZA, Hove, Sussex June 30 Cockburn & Co, Hove
TAYLOR, ROBERT HENRY, Tiverton, Devon May 28 Bere & Ley, Milverton, Somerset
TREBERT, EMILY JANE, Sittingbourne May 25 Lendon & Carpenter, Budge row
WALKER, JAMES, Prestwich, Lancs, Cotton Manufacturer June 1 Grundy & Co, Manchester
WARR, WILLIAM, East Leake, Notts, Wheelwright May 18 Moss & Taylor, Loughborough
WATERS, WALTER, Acocks Green, Worcester, Fish Merchant May 30 Gem & Co, Birmingham
WATSON, MARY WILSON, Darby Villas, Forest Hill May 28 Andrew & Chale, Tunbridge Wells
WILKINSON, JONATHAN, Martindale, Westmorland, Farmer May 26 Armon & Co, Penrith
WOOLF, ABRAHAM, Dartmouth rd, Broudbury May 20 Spyer & Sons, London wall

London Gazette.—TUESDAY, April 21.

BEANLAND, TITUS, Sandbeds, Queensbury, Fried Fish Merchant May 2 Moore & Shepherd, Halifax
BRUNCKILL, ELKANAH MARY, Staindrop, Durham May 16 Pearson & Co, Malton, Yorks
DEIGHTON, JOHN, Masham, Yorks, Hairdresser May 31 Edmundson & Gowan, Masham
GOV, HARRIET, Reading June 2 Brain & Brain, Reading
HODGKINSON, JOHN, Birkenhead, Bootmaker May 4 Bradley & Co, Liverpool
MANNES, RICHARD GOODWIN, Warwick rd, Bowes Park, Post Butcher May 21 Sanddon & Co, High st, Deptford
MARSHOTT, WILLIAM ROBERT, Cotgrave, Notts May 5 Bottrill, Nottingham
MATTHEW, FRANCES DOROTHY, Hargrave June 3 Frere & Co, Lincoln's inn fields
MORGAN, JOHN HOLDSWORTH, Overhill rd, Dulwich June 1 Willson & Norman, Arundel st, Strand
PARKES, WILLIAM THOMAS, Sutton Coldfield May 30 Cottrell & Son, Birmingham
PREY, SARAH ANNE, Bolingbroke rd, West Kensington May 11 Upperton & Co, Lincoln's inn fields
SHAW, ROBERT, Birkdale, Lanes June 3 Cornish, Liverpool
SHEPHERD, JOHN GRIMAY, Gedling, Notts May 27 Wing & Son, Nottingham
SMITH, HARRIETT, Glastonbury May 30 Nixon, Glastonbury
SMOKE, RICHARD, Southampton, General Salesman May 25 Stanton & Co, Southampton

London Gazette.—FRIDAY, April 24.

ASTBURY, SARAH, Wolstanton, Staffs May 23 Adams, Tunstall, Staffs
BARKER, HENRY, Aberdeen rd, Highbury May 1 Eldridge, City rd
BUXTON, THOMAS FOWELL, Easneye, Herts June 2 Hanbury & Co, New Broad st
CHURCHILL, GEORGE, Woodton, Oxford May 25 Higgs, Woodstock, Oxon
COLLINS, JOHN, Fulford, nr Winchester May 8 Clarke & Harris, Winchester
FORBES, JOHN, Strood, Kent, Wine Merchant May 3 Greenhead & Co, Rochester
GLADDERS, MARY, Liverpool May 23 Brown & Co, Whitehaven
GRAND, FRANCES ALICE, West Croyborough, Sussex May 8 Pollard, Brighton
HOWARD, MARY ANN, Norwich June 1 Culley, Norwich
JENNINGS, RICHARDSON, Thornton, Bradford, Stone Merchant June 1 Farrar, Halifax
KINBER, EDWARD, Stretford, Lancs May 15 Jones, Manchester
LILLET, AMY, Hove, Sussex May 19 Barker & Son, Brighton
LYDIE, MARY ELLEN, Warlow, Staffs, Licensed Victualler May 9 Paterson, Longton
LOVE, GEORGE MARY, Southampton June 1 Emanuel & Rutherford, Gt Winchester st
LOCKY, ELIZABETH, Surbiton June 1 Edmonds & Rutherford, Gt Winchester st
MACE, CHARLES FULBRO, Oxford, Farmer May 18 Brown, Burford, Oxon
MORGAN, ALICE MARY, Evelyn gdns, Kensington May 30 Drake & Co, Road in
PARKES, MARY ANN, Blakebrook, Kidderminster May 28 Talbot, Kidderminster
PAKE, WILLIAM, Elgin cres, Notting hill May 23 Matthews & Co, Cannon st
POVEY, GEORGE, Burton on Trent May 13 Skinner, Burton on Trent
SCOTT, MARY BRADFORD, Taunton May 23 Baker & Duke, Umminster
STEPHENS, WILLIAM DUFFLE, Redmarley, Worcester, Farmer May 21 Russell & Co, Malvern
STEVENS, GEORGE LILL, Boston, Lincs, Corn Merchant May 30 Staniland & Son, Boston
THOMAS, MARY, Llangeddeirne, Carmarthen May 16 Walters, Carmarthen
THOMPSON, RICHARD ANTHONY, Sutton, Surrey May 30 Potcheco & Co, Basinghall st
WARRER, BENJAMIN, Lubbesthorpe, Leicester, Farmer May 25 Marriott, Nottingham
WHITING, ELLEN, Hurst Wickham, Hurstpierpoint, Sussex June 1 Hardwick, Brighton
WILLIAMS, MARGARET, Oxtou, Birkenhead June 9 Reynolds & Reynolds, Liverpool
YATES, GEORGE, Nether Edge, Sheffield, Photographer June 1 Hove, Sheffield

Bankruptcy Notices.

London Gazette.—FRIDAY, April 17.

FIRST MEETINGS.

ALLEN, JAMES EDWARD, Swansea, Licensed Victualler April 22 at 11 Off Rec, 31, Alexandra rd, Swansea
AUSTIN, ARTHUR GODWIN, Cranleigh, Surrey April 27 at 12 133, York rd, Westminster Bridge
BENANKO, GEORGE, Bournemouth April 29 at 2 Messrs Curtis & Son, 158, Old Christchurch rd, Bournemouth
CLARK & Co, A. Ivy in, Newgate st, Fancy Leather Goods Manufacturers May 4 at 11 Bankruptcy bldgs, Carey st
CLARK, WILLIAM HENRY, Salisbury rd, Manor Park, Commercial Clerk May 1 at 11 Bankruptcy bldgs, Carey st
CLAYTON, ISRAEL, and JAMES CLAYTON, Rye, Lancs, Cotton Manufacturers May 1st 11.30 Off Rec, Greenes st, Oldham
COMFORT, EMMA ISABELLA, Sowerby Bridge, Carvers May 1 at 3.45 Off Rec, The Red House, Duncombe pl, York
CRAWLEY, CHARLES KNOWLE, Brixton, Commission Agent May 4 at 12 Bankruptcy bldgs, Carey st
DAKHYL, HANNA NASH, Holland rd, Kensington, Doctor May 1 at 1 Bankruptcy bldgs, Carey st
DEMISTERS, J. FINLAY, Dover st, Piccadilly, Wine Merchant May 1 at 12 Bankruptcy bldgs, Carey st
EMERY, WILLIAM MORAN, Dorking April 27 at 12 Bankruptcy bldgs, Carey st
EVANS, LILLIAN MARIANNE, Bognor, Art Needlework Dealer April 29 at 11.30 Off Rec, 4, Pavilion bldgs, Brighton
FANTHAM, HARRY, RHUMNEY, Mon, Licensed Victualler April 30 at 3 Off Rec, 117, St Mary st, Cardiff
FELGATE, HENRY THEODORE, York, Architect April 29 at 3.45 Off Rec, The Red House, Duncombe pl, York
FISHER, GEORGE, Stapleford, Notts, Painter April 25 at 11 Off Rec, 47, Full st, Derby
GOWING, GEORGE, Weston, Lancs, Licensed Victualler April 25 at 11 Off Rec, 13, Wincley st, Preston
GRAY, WILLIAM, Altrincham, Cheshire, Grocer April 25 at 11 Off Rec, Hyman st, Manchester
HANEY, RICHARD EDWIN, Skewon, nr North, Glam, Painter April 29 at 11.30 Off Rec, 31, Alexandra rd, Swansea
HILTON, WALTER JAMES, West Bromwich, Baker May 1 at 11.30 191, Corporation st, Birmingham
HOPE, RICHARD BENWICK, Portdown rd, Paddington, Photographer April 30 at 11 Bankruptcy bldgs, Carey st
HUGHES, EDWARD THOMAS, Tunbridge Wills, Grocer April 27 at 12 Clarendon Hotel, Broadway, Tunbridge Wells
JENKINSON, ROBERT, Ranskill, Notts, Malster April 29 at 12 Off Rec, 31, Silver st, Lincoln
JONES, DAVID MYLLIN, Llanfyllin, Montgomery, Grocer April 25 at 11.30 Wynnstay Arms Hotel, Oswestry
LEWIS, THOMAS, Neath, Glam, April 29 at 11 Off Rec, 31, Alexandra rd, Swansea
LILLY, EDMUND, Gravesend, Pilot May 4 at 12.15 115, High st, Rochester
MACKENNIE, AUBREY COVENTRY, Lincoln, Gun Dealer April 29 at 12.30 Off Rec, 31, Silver st, Lincoln
NUTT, HENRY BURNHAM, and CLAUDE EDWARD JONES, Wood st, Cheapside, Warehousemen April 30 at 1 Bankruptcy bldgs, Carey st
OAKES, CHARLES ANDREWSON, Cleethorpes, Bricklayer April 25 at 11 Off Rec, St Mary's church, Gr Grimsby
OXFORD, SCHOFIELD, York, Tinsmith April 29 at 3 Off Rec, The Red House, Duncombe pl, York
PICKARD, JOHN ELEANOR, Southend on Sea, Auditor April 29 at 12 14, Bedford row
QUILVER, FREDERICK RUSSELL, Madeley rd, Ealing April 30 at 12 14, Bedford row
RICHARDSON, GEORFFREY GORDON, Norwich April 25 at 1 Off Rec, 8, K'ing st, Norwich
ROSE, ALBERT EDWARD, Portsmouth, Grocer April 27 at 10.30 Off Rec, Cambridge junc, High st, Portsmouth
SMITH, WILLIAM, Southwell, Staffs, Boot Repairer April 30 at 11.30 191, Corporation st, Birmingham
STUBBS, ALFRED JAMES, Graftield, Architect April 29 at 11.30 132, York rd, Westminster Bridge
SUTHER, OLIVER, Harrogate, Fine Art Dealer May 1 at 2.45 Off Rec, The Red House, Duncombe pl, York
TAYLOR, THOMAS, Frinton, Suffolk, Farmer April 30 at 11 Off Rec, 12, Duke st, Bradford
WATSON & Co, Leicester, Leather Factors April 29 at 12 Off Rec, 1, Beridge st, Leicester
WEIS, ALEXANDER CLARE, Alexander gr, North Finchley April 23 at 2.30 Cypre chmbrs, Eastgate row, Chester
WESTGATE, WILLIAM HENRY, Romford, Essex, Builder April 29 at 3 14, Bedford row
WESTWOOD, EDWARD, Willemsen in, Kilburn, Confectioner May 1 at 12 Bankruptcy bldgs, Carey st
WHEELER, RICHARD, King's Norton, Worcester, Insurance Inspector May 4 at 11.30 191, Corporation st, Birmingham
WILLIAMS, ALOYSIUS, St Helens, Lancs, Hatter April 29 at 11 Off Rec, 35, Victoria st, Liverpool

ADJUDICATIONS.

ANDERSON, ARTHUR JOSEPH, Luton, Photographer Luton Pet March 12 Ord April 13
BAILEY, THOMAS GEORGE, Fallowfield, Manchester, Actor Manchester Pet April 15 Ord April 15
BERGER, EMIL JAMES RICHARD, Henrietta st, Covent gdn, Mortgage Broker High Court Pet Feb 21 Ord April 14
BOWMAN, WILLIAM HENRY, Downham Market, Norfolk, Saddler King's Lynn Pet April 11 Ord April 11
BROWN, ALBERT HENRY, Thornaby on Tees, Yorks, Hatter Stockton on Tees Pet April 13 Ord April 13
BYCE, JAMES ALEXANDER, Lendenhall st, Export Druggist High Court Pet March 11 Ord April 15
BULLOCK, HARRY WALTER, Woodlands, Hunts, Ale Dealer Peterborough Pet April 14 Ord April 14
CANDLER, ARTHUR GEORGE, Gillingham, Kent, Builder Rochester Pet April 14 Ord April 14
CARTER, WILLIAM, East Graftield, Chemist, Tunbridge Wells Pet March 3 Ord April 14
CLARK, WILLIAM HENRY, Salisbury rd, Manor Park, Essex, Commercial Clerk High Court Pet April 15 Ord April 15

COHEN, ARTHUR, Regent st, Agent High Court Pet Nov 29 Ord April 15
COMFORT, EMMA ISABELLA, Harrogate, Yorks, Fine Art Dealer York Pet April 15 Ord April 15
COOPER, FREDERICK WILLIAM, Middleborough, Wheelwright Middleborough Pet April 14 Ord April 14
CROSA, A. HERNE BAY, Kent, Fishmonger Canterbury Ord April 10
CROSBY, SAMSON, Halifax, Fruit Merchant Halifax Pet April 15 Ord April 15
DAVIES, WILFRED GODFREY, Tir Phil, Collier Merthyr Tydfil Pet April 14 Ord April 14
DAY, FREDERICK CHARLES, Cannon st, Builder High Court Pet Nov 29 Ord April 14
FARISH, THOMAS T., Northwich, Cheshire, Bank Clerk Crewe Pet March 12 Ord April 14
FELGATE, HENRY THEODORE, York, Architect York Pet April 15 Ord April 15
FLOWER, ARTHUR EDGAR, Marlborough rd, St John's Wood, Builder High Court Pet March 20 Ord April 11
GEOFFREY, THOMAS ROBERT, Briton In, Fleet st, Stationer High Court Pet March 23 Ord April 15
GRIFFITH, GRIFFITH RICHARD, Carnarvon, Surgeon Bangor Pet April 14 Ord April 14
GUTHRIE, FREDERICK CHARLES, Clarendon st, Somers Town, Baker High Court Pet March 13 Ord April 14
HALL, JOHN, Birmingham, Fruiterer Birmingham Pet April 14 Ord April 14
HEASBURN, JAMES, and WILLIAM CLYDE, Wellington House, Leabury rd, Club Proprietors High Court Pet March 25 Ord April 15
HOLMES, JAMES GEORGE, Bristol, Private Tutor Bristol Pet April 15 Ord April 15
HOPE, RICHARD BENWICK, Portdown rd, Paddington, Photographer High Court Pet April 13 Ord April 15
JONES, JOHN, Llanfyllin, Montgomery, Hardware Dealer Worcester Pet April 13 Ord April 13
JONES, DAVID, Blaenau Ffestiniog, Merioneth, Quattman Portmadoc Pet April 14 Ord April 14
JONES, DAVID MYLLIN, Llanfyllin, Montgomery, Grocer Newton Pet March 29 Ord April 13
JONES, FLORENCE MARY, Helmsley, York, Wine Merchant Northallerton Pet April 14 Ord April 14
JONES, JOHN ELLIS, Langford, Anglessey, Clogger Bangor Pet April 14 Ord April 14
JONES, THOMAS, Llanfyllin, Dyffryn Cairng, Farmer Wrexham Pet April 13 Ord April 13
LANGTON, CHARLES JAMES, Winchmore Hill, Surveyor High Court Pet Jan 15 Ord April 13
LEMPERT, SAUL, East Stonehouse, Devon, Watchmaker Plymouth Pet April 13 Ord April 13
LEVETT, THOMAS, Hawkhurst, Kent, Farmer Hastings Pet April 14 Ord April 14
LEWIS, THOMAS, Neath, Glam, Neath Pet April 13 Ord April 13
LOVE, FRANCIS GEORGE, Woolcot Park, Reiland, Bristol Contractor Bristol Pet April 14 Ord April 15
MOUNTAIN, FREDERICK JAMES, Yorkford, Suffolk, Builder St Yteworth Pet April 13 Ord April 13
OXFORD, SCHOFIELD, York, Tinsmith York Pet April 13 Ord April 13
PARKER, ALFRED, Preston, Lancs, Confectioner Preston Pet March 23 Ord April 13
POSTLE, JAMES RICHARD, Rubon, Denbigh, Brickmaker Wrexham Pet April 14 Ord April 14
RICE, GEORGE, Tolworth, Surrey, Bootmaker Kingston, Surrey Pet April 15 Ord April 15
ROBERTS, EDWARD GOLDFIELD, Mayola rd, Clapton, Mining Engineer High Court Pet March 18 Ord April 13
SLATOR, FRED, Moulton, Lines, Farmer Peterborough Pet April 15 Ord April 15
STABLES, JOHN, Marple, Cheshire, Pawnbroker Stockport Pet March 30 Ord April 15
TANLEY, SAMUEL HENRY, Cradley Heath, Staffs, Filter Dudley Pet April 14 Ord April 14
SUTHER, OLIVER, Harrogate, Fine Art Dealer York Pet April 14 Ord April 14
SWAFFER, HORACE HENRY, Robertbridge, Sussex, Wheelwright Hastings Pet April 13 Ord April 13
TAYLOR, THOMAS, Manningham, Bradford, Farmer Bradford Pet April 14 Ord April 14
TRAHAIR, WILLIAM HENRY, Newlyn in Paul, Cornwall, Farm Labourer Freeto Pet April 13 Ord April 13
TRAIS, RAYMOND OLIVER, Lancs, Fitter Oldham Pet April 11 Ord April 11
WAINWRIGHT, ALFRED, Ipswich, Traveller on Commission Ipswich Pet April 14 Ord April 14
WEEKS, ARTHUR, and HENRY WEEKS, Buttwogate, Penrith, Cumberland, Grocers Carlisle Pet March 12 Ord April 13
WESTWOOD, EDWARD, Willemsen in, Kilburn, Confectioner High Court Pet April 12 Ord April 13
WHEELER, JOHN ANDREW JAMES, and FREDERICK GEORGE JONES, Goswell rd, Merchants High Court Pet March 16 Ord April 14
WHITTAKER, THOMAS BESCROFT, Nottingham, General Dealer Nottingham Pet April 13 Ord April 13
WICK, JAMES FRANK, Colchester, Wine Merchant Colchester Pet Feb 26 Ord April 14
WOOD, JOHN FREDERICK, West Bromwich, Staffs, Manufacturer West Bromwich Pet March 31 Ord April 14
Amended notice substituted for that published in the London Gazette of March 17:
JACOBS, SIMON FRANCIS, Ramslahay, Hurlingham, Fulham High Court Pet Sept 19 Ord March 13
ADJUDICATION ANNULLED.
HOUSTON, CAMPBELL, Manchester, Provision Merchant Manchester Adjud Jan 18, 1908 Annual April 1, 1908
ADJUDICATION ANNULLED. RECEIVING ORDER RESTINDED. AND PETITION DISMISSED.
COLLIER, Dr J. N. Donibald in England High Court Fil Pet Aug 10, 1906 Rec Ord Aug 26, 1906 Adjud Dec 12, 1906 Rec, Annual, and Dis of Pet April 13, 1909

London Gazette.—TUESDAY, April 21.

RECEIVING ORDERS.

CHARLTON, JOHN, Newcastle on Tyne, Grocer Newcastle on Tyne Pet April 16 Ord April 16
ELLIS, WILLIAM, Glanburnie rd, Upper Tooting, Grocer Wandsworth Pet April 16 Ord April 16

FRANCIS, STEPHEN, Broadgreen, nr Liverpool Liverpool Pet March 30 Ord April 15
GAMMON, HENRY EWART, Swansea, Shoemaker Cardiff Pet April 16 Ord April 16
GOODWIN, WILLIAM, Cardiff, Blacksmith Cardiff Pet April 15 Ord April 15
HEATON, WILLIAM, Leicester, Engineer Leicester Pet April 6 Ord April 16
HOUGH, CHARLES HENRY, Dorchester, Butcher Southamton Pet April 16 Ord April 16
HUGHES, AMELIA, Anglessey, Baker Bangor Pet April 15 Ord April 15
JACKSON, FRED, Liverpool, Mathematical Instrument Dealer Liverpool Pet March 25 Ord April 16
KILNER, HARRY, Shipley, Yorks, Grocer Bradford Pet April 16 Ord April 16
MERRIDITH, GEORGE, Upper Boat, nr Pontypidd, Glam, Licensed Victualler Pontypidd Pet April 15 Ord April 15
RENFIELD, EDWARD, Pwllheli, nr Aberystwyth, Cattle Dealer Aberystwyth Pet April 16 Ord April 16
STIMPSON, EDWIN WILSON, Floors, Northampton, Farmer Northampton Pet April 16 Ord April 16
WILLSON, ARTHUR, Fittlewell, Southend on Sea, Butcher Chelmsford Pet April 15 Ord April 15
ORDER RESCINDING RECEIVING ORDER AND DISMISSING PETITION.
RUSSELL, HERBERT SAMUEL, Hatch Rd, Middlesex, Company Director High Court Fil Pet March 11 Rec Ord March 11 Rec of Rec Ord and Dis of Pet April 14
FIRST MEETINGS.
BAILLIE, MARTHA, Liverpool, Grocer April 30 at 11 Off Rec, 35, Victoria st, Liverpool
CROSBY, SAMSON, Halifax, Fruit Merchant May 5 at 10.45 County Court House, Prescott st, Halifax
DALTON, WILLIAM, Spalding, Lines, Butcher April 29 at 12 The White Hart Hotel, Spalding
DARLINGTON, ARTHUR JOSEPH, and WILLIAM EDWARDS, Birmingham, Designers May 5 at 11.30 191, Corporation st, Birmingham
DAVIES, WILFRED GODFREY, Tirphil, Glam, Collier May 1 at 3 Off Rec, County Court, Townhall, Merthyr Tydfil
HALL, ALFRED, Warrington, Milk Dealer April 30 at 3 19, Exchange st, Bolton
HASSALL, JOSEPH, Barton Joyce, Notts, Corn Merchant April 29 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
KILNER, HARRY, Shipley, Yorks, Grocer May 4 at 11 Off Rec, 12, Duke st, Bradford
KIRTON, WILLIAM HENRY, Paignton, Devon, Labourer April 30 at 11 7, Buckland ter, Plymouth
LACEY, THOMAS, Mapperley, Notts, Warehouseman April 29 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
LOVELESS, GEORGE ROBERT, Chilcompton, Somerset, Grocer April 29 at 12.15 Off Rec, 26, Baldwin st, Bristol
MERRIDITH, GEORGE, Upper Boat, nr Pontypidd, Glam, Licensed Victualler May 5 at 11 Off Rec, Post Office chmbrs, Pontypidd
MILLER, WILLIAM Belper, Derby, Draper April 30 at 11 Off Rec, 47, Full st, Derby
POORE, EDWARD, Warrimster, Wilts, Grocer April 29 at 12 Off Rec, 26, Baldwin st, Bristol
ROBBINS, WILLIAM, Hordley, Bristol, Grocer April 29 at 11.30 Off Rec, 26, Baldwin st, Bristol
BURNETT, ABRAHAM MAURICE, New Tedgate, Mon, Jeweller April 29 at 11 Off Rec, 144, Commercial st, Newport, Mon
SLATOR, FRED, Moulton, Lines, Farmer April 29 at 11.30 The White Hart Hotel, Spalding
TRAHAIR, WILLIAM HENRY, Newlyn in Paul, Cornwall, Farm Labourer May 1 at 12 Off Rec, Boswell st, Truro
WAINWRIGHT, ALFRED, Ipswich, Traveller on Commission May 14 at 2 Off Rec, 36, Princes st, Ipswich
WALTERS, EDWIN, Southville, Bristol, Butcher's Assistant April 29 at 11.45 Off Rec, 26, Baldwin st, Bristol
WHITTAKER, THOMAS BESCROFT, Nottingham, General Dealer April 30 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
ADJUDICATIONS.
BAILLIE, MARTHA, Liverpool, Grocer Liverpool Pet March 26 Ord April 16
BENANKO, GEORGE, Bournemouth Poole Pet March 31 Ord April 16
CHARLTON, JOHN, Newcastle on Tyne, Grocer Newcastle on Tyne Pet April 16 Ord April 16
COOK, JOHN THOMAS, Worcester, Mail Cart Contractor Worcester Pet April 11 Ord April 16
ELLIS, WILLIAM, Upper Tooting, Grocer Wandsworth Pet April 16 Ord April 16
GAMMON, HENRY EWART, Bridgend, Shoemaker Cardiff Pet April 16 Ord April 16
GOODWIN, WILLIAM, Cardiff, Blacksmith Cardiff Pet April 15 Ord April 15
HAWKWOOD, LESLIE, Whitechapel, Hotel Manager Canterbury Pet March 31 Ord April 16
HOUGH, CHARLES HENRY, Dorchester, Butcher Southamton Pet April 16 Ord April 16
HUGHES, OWEN, Anglessey, Baker Bangor Pet April 15 Ord April 15
KEMP, GEORGE FRANCIS, Fishponds, Bristol, Commission Agent Bristol Pet April 14 Ord April 16
KILNER, HARRY, Shipley, Grocer Bradford Pet April 16 Ord April 16
LADD, LEOT, Devonport, Customer Plymouth Pet March 23 Ord April 14
MERRIDITH, GEORGE, Upper Boat, nr Pontypidd, Glam, Licensed Victualler Pontypidd Pet April 15 Ord April 15
PULLER, JOHN, Brighton, Butcher Brighton Pet April 14 Ord April 16
STIMPSON, EDWIN WILSON, Floors, Northampton, Farmer Northampton Pet April 16 Ord April 16
WILSON, ARTHUR, Fittlewell, Southend on Sea, Butcher Chelmsford Pet April 15 Ord April 15

London Gazette.—FRIDAY, April 24.

RECEIVING ORDERS.

BARKER, JOSE, Dukinfield, Chester, Farmer Ashton under Lyne Pet April 22 Ord April 22

BARLOW, ROBERT EDWARD, Warrington, Coal Dealer Warrington Pet April 22 Ord April 22
 BERRY, ARTHUR, Macclesfield, Kendal, Westmoreland Kendal Pet March 28 Ord April 22
 DICKINS, JOSEPH GEORGE, Highams Park, Walthamstow, China Dealer High Court Pet April 16 Ord April 16
 HALL, WATSON, Morpeth, Northumberland, Saddler Newcastle on Tyne Pet April 22 Ord April 22
 LOWE, GEORGE HENRY, Cowes, I W, Confectioner Newport Pet April 22 Ord April 22
 MILES, FREDERICK GEORGE, Palgrave, Suffolk Ipswich Pet April 22 Ord April 22
 OSBORN, JOHN, Bow at High Court Pet March 20 Ord April 15
 PETCH, HENRY, Darlington, Plumber Stockton on Tees Pet April 16 Ord April 16
 SODDY, JOSEPH, Walworth rd, Corn Merchant High Court Pet April 22 Ord April 22
 STANLEY, THOMAS, Slysne with Hest, nr Lancaster, Book-keeper Preston Pet April 22 Ord April 22
 TAFFERELL, JOHN, Milk st, Lace Manufacturer's Manager High Court Pet March 30 Ord April 16
 WHITTAKER, FREDERICK, Warrington, Fish Dealer Warrington Pet April 22 Ord April 22

Amended notice substituted for that published in the London Gazette of March 31 :

OLDHAM, JAMES SYDNEY MONTAGUE OLDHAM, Lichfield, Staffs, Brewer Walsall Pet Feb 11 Ord March 26

FIRST MEETINGS.

ASH, JOHN, Longton, Accountant May 5 at 11.30 Off Rec, King st, Newcastle, Staffs.
 BAILEY, THOMAS GEORGE, Fallowfield, Manchester, Actor May 2 at 11 Off Rec, Byrom st, Manchester
 BAILEY, WILLIAM, Grantham, Tailor May 5 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
 BOWDEN, WILLIAM, New Oxford st, Bloomsbury, Agent May 6 at 11 Bankruptcy bldgs, Carey st
 BOWMAN, WILLIAM HENRY, Downham Market, Norfolk, Saddler May 4 at 2 Off Rec, 5, King st, Norwich
 CANDLEY, ARTHUR GEORGE, Gillingham, Kent, Builder May 4 at 12.30 115, High st, Rochester
 CHARLTON, JOHN, Newcastle on Tyne, Grocer May 2 at 11 Off Rec, 30, Mooley st, Newcastle on Tyne
 DICKINS, JOSEPH GEORGE, Highams Park, Walthamstow, China Dealer May 5 at 2.30 Bankruptcy bldgs, Carey st
 HALL, WATSON, Morpeth, Northumberland, Saddler May 2 at 11.30 Off Rec, 30, Mooley st, Newcastle on Tyne
 HOLMES, WILLIAM, Norwich May 4 at 12.30 Off Rec, 8, King st, Norwich
 HOUSE, CHARLES HERBERT, Dorchester, Dorset, Butcher May 4 at 11 Off Rec, Midland Bank chmbrs, High st, Southampton
 HOWELL, GORDON ARTHUR, Hove, Sussex May 14 at 10.30 Off Rec, 4, Pavilion bldgs, Brighton
 KENLEY, THOMAS, Kingston upon Hull, Sack Merchant May 2 at 11 Off Rec, York City Bank chmbrs, Lowgate, Hull
 KLENMANTSKI, SIGISMUND, Tazda rd, Hampstead, Russian Merchant May 5 at 11 Bankruptcy bldgs, Carey st
 LENFEST, PAUL, East Stonehouse, Watchmaker May 4 at 12 7, Buckland ter, Plymouth
 LEVITT, THOMAS, Hawkhurst, Kent, Farmer May 5 at 11.30 County Court Offices, 24, Cambridge rd, Hastings
 MARKS, HANFRA, Catford May 4 at 12 132, York rd, Westminster Bridge
 MAUNDER, E GUY, Budge row, Cannon st May 4 at 1 Bankruptcy bldgs, Carey st
 MOUNTAIN, FREDERICK JAMES, Yoxford, Suffolk, Builder May 5 at 4 The Three Tuns Hotel, Yoxford
 OSBORN, JOHN, Bow at May 5 at 12 Bankruptcy bldgs, Carey st
 PULLER, JOHN, Brighton, Butcher May 4 at 11.30 Off Rec, 4, Pavilion bldgs, Brighton
 RICK, GEORGE, Tolworth, Surrey, Bootmaker May 4 at 11.30 132, York rd, Westminster Bridge
 RICHMOND & CO, E A, Milton rd, Herne Hill, Timber Merchants May 4 at 11 Bankruptcy bldgs, Carey st
 SINCLAIR, ROBERT RUSSELL, Brentwood, Saddler May 4 at 12 14, Bedford row
 SWANER, HORACE HENRY, Robertsbridge, Sussex, Wheelwright May 5 at 11 County Court Offices, 24, Cambridge rd, Hastings
 TAFFERELL, JOHN, Milk st, Lace Manufacturer's Manager May 4 at 12 Bankruptcy bldgs, Carey st
 WRIGHT, JOHN, Ashton under Lyne, Lancs, Builder May 4 at 3 Off Rec, Byrom st, Manchester

ADJUDICATIONS.

BARKER, JOHN, Hough Hill, Dukinfield, Chester, Farmer Ashton under Lyne Pet April 22 Ord April 22
 BARLOW, ROBERT EDWARD, Warrington, Coal Dealer Warrington Pet April 22 Ord April 22
 CHAPLIN, HENRY SLATES, Newark, Notts, Timber Merchant Nottingham Pet Dec 30 Ord April 22
 CLARK, ARTHUR WILLIAM, Three Tuns passage, Ivy In, Newgate st, Fancy Leather Goods Manufacturer High Court Pet Feb 27 Ord April 16
 DEMPSTER, JAMES FINLAY, Dover st, Piccadilly, Wine Merchant High Court Pet Feb 25 Ord April 16
 DICKINS, JOSEPH GEORGE, Highams Park, Walthamstow, China Dealer High Court Pet April 16 Ord April 16
 FRANCIS, STEPHEN, Broadgreen, nr Liverpool Liverpool Pet March 30 Ord April 22
 HALL, WATSON, Morpeth, Northumberland, Saddler Newcastle on Tyne Pet April 22 Ord April 22
 HOWES, CHARLES THOMAS, Coldharbour In Brixton, Leather Seller High Court Pet March 25 Ord April 16
 KORTZNER, LOUIS, Hutton gdn, Diamond Broker High Court Pet Feb 19 Ord April 16
 LILEY, EDMUND, Gravesend, Pilot Rochester Pet March 27 Ord April 15
 LOWE, GEORGE HENRY, Cowes, I of W, Confectioner Newport and Ryde Pet April 22 Ord April 22
 MILES, FREDERICK GEORGE, Palgrave, Suffolk Ipswich Pet April 22 Ord April 22
 PETCH, HENRY, Darlington, Plumber Stockton on Tees Pet April 16 Ord April 16
 ROWLANDS, JOHN, Machynlleth, Montgomery, Solicitor Aberystwyth Pet April 2 Ord April 22
 SODDY, JOSEPH, Walworth rd, Corn Merchant High Court Pet April 22 Ord April 22
 STANLEY, THOMAS, Slysne with Hest, nr Lancaster, Book-keeper Preston Pet April 22 Ord April 22
 SWEET, FREDERICK HENRY, Finborough rd, Earl's Court, Commission Agent High Court Pet March 2 Ord April 16
 VALLIS, SAM, and HARRY VALLIS, Slough, Hotel Keepers Windsor Pet Feb 26 Ord April 22
 WHITTAKER, FREDERICK, Warrington, Fish Dealer Warrington Pet April 22 Ord April 22

ADJUDICATION ANNULLLED.

COTTEY, HERBERT ANTHONY, East Farleigh, Kent, Farmer Maidstone Adjud Oct 17, 1907 Annul April 22

RECEIVING ORDERS.

BOULTON, ESCHER, Crews, Plumber Crews Pet March 31 Ord April 24
 BRADLEY, ALFRED THOMAS, Birmingham, Oil Merchant Birmingham Pet April 23 Ord April 25
 CASTLE, AMOS ALEXANDER, Littlebourne, Kent, Baker Canterbury Pet April 22 Ord April 22
 CHIVERS, RICHARD HENRY, Dorton rd, Balham Wandsworth Pet March 21 Ord April 23
 DE MATOOS, ESTHER, Southsea, Hants Portsmouth Pet April 24 Ord April 24
 DICKS, VALENTINE, Pennard mans, Shepherd's Bush, Traveller High Court Pet March 30 Ord April 24
 FAULKNER, ARTHUR, Oldham, Grocer Oldham Pet April 22 Ord April 22
 GLOVER, LESLIE RICHARD, Exmouth mans, Exmouth st, Clerkenwell High Court Pet April 3 Ord April 24
 GRANT, WILLIAM CHARLES, GEORGE, ROBERT JAMES, Streatham, Engineer Lieutenant Portsmouth Pet April 23 Ord April 23
 GREGG, BENJAMIN JONES, Port Talbot, Glam, Baker Neath Pet April 24 Ord April 24
 HARDWICK, JOHN GOODWIN, Eckington, Derby, Licensed Victualler Chesterfield Pet April 24 Ord April 24
 HARRIS, ARTHUR WILLIAM, Worcester, Master Tailor Worcester Pet April 23 Ord April 23
 HAZELL, GEORGE WILLIAM, Yatton, Fainer Bristol Pet April 14 Ord April 23
 HINGSTON, J A, Stebbing st, Notting Hill, Builder High Court Pet April 13 Ord April 24
 JONES, FRANK, Worthen, Salop, Grocer Newtown Pet April 7 Ord April 23
 KIDDLER, HERBERT KELL, Maidstone, Gas Engineer Maidstone Pet April 23 Ord April 23
 KNOWLES, JOHN WILLIAM, Manningham, Bradford, Iron-founder Bradford Pet April 7 Ord April 23
 LEWIS, JOHN, Senny, Brecknock, Farmer Merthyr Tydfil Pet April 24 Ord April 24
 LEWIS, THOMAS, Wern Farm, Cwmilff Fawr, Brecknock, Farmer Aberdare Pet April 24 Ord April 24

LOWTHER, MATTHEW, Worthing, Coal Merchant Brighton Pet April 24 Ord April 24
 MARSDOTT, FRANK ARNOLD, Blackpool Preston Pet April 24 Ord April 24
 MARTIN, WILLIAM, Exeter, Builder Exeter Pet April 23 Ord April 23
 MASKELL, GEORGE, Cardiff, Café Proprietor Cardiff Pet April 9 Ord April 24
 MELLISH, PAUL AUGUSTUS, Cavendish mans, Clapton st, Talking Machine Expert High Court Pet April 23 Ord April 23
 MUIR, WILLIAM JOSEPH, Camden st, Camden Town High Court Pet April 15 Ord April 24
 PAGE, ROBERT HENRY, Woodgrange rd, Forest Gate, Fruiterer High Court Pet April 24 Ord April 24
 PRACOCK, HENRY, Hardway, Alverstoke, Hants, Dairyman Portsmouth Pet April 22 Ord April 22
 PERKINS, HENRY JAMES, Redditch, Worcester, Painter Birmingham Pet April 25 Ord April 25
 SASSON-HILEY, HENRY, Peterstone super Ely, Glam, Architect Cardiff Pet April 22 Ord April 22
 SHAW, JOHN, Stanshaw, Portsmouth, Grocer Portsmouth Pet April 8 Ord April 23
 SHOWERS, JOHN CHARLES, Scarborough, Hotel Porter Scarborough Pet April 23 Ord April 23
 STEEN, SAMUEL, Blackpool, Coal Merchant Preston Pet April 23 Ord April 23
 STERN, ERNEST VICTOR, Lowestoft, Coal Merchant Gt Yarmouth Pet April 24 Ord April 24
 TROSBON, NORMAN GRAHAM PIERRE DE CONDRA, Cowes, I of W Newport Pet Oct 14 Ord April 23
 VOTSEY, EDGAR LEMMON, Hove, Sussex, Corn Factor Brighton Pet March 15 Ord April 23
 WADE, WILLIAM, Otley, Yorks, Butcher Leeds Pet April 22 Ord April 22
 WILSON, WILLIAM S, Woodgrange rd, Forest Gate High Court Pet April 6 Ord April 23
 WILKS, THOMAS HENRY, Felstead, Boatman Ipswich Pet April 23 Ord April 23
 WISE, LILY, Northam, Devon, Lodging House Keeper Barnstaple Pet April 23 Ord April 23

FIRST MEETINGS.

BARLOW, ROBERT EDWARD, Warrington, Coal Dealer May 6 at 2.30 Off Rec, Byrom st, Manchester
 BOW, ALBERT HENRY, Thornaby on Tees, York, Hatter May 6 at 2 Off Rec, 8, Albert rd, Middlesbrough
 BULLOCK, HARRY WALTER, Woodstone, Hants, Als Dealer May 8 at 11.30 The Law Courts, Peterborough
 CHIVERS, RICHARD HENRY, Dorton rd, Balham May 8 at 11.30 132, York rd, Westminster Bridge
 COOKE, JOHN THOMAS, Worcester, Mail Cart Contractor May 6 at 11.30 Off Rec, 11, Copenhagen st, Worcester
 CORVER, FREDERICK WILLIAM, Middlesbrough, Wheelwright May 6 at 3 Off Rec, 8, Albert rd, Middlesbrough
 DE MATOOS, ESTHER, Southsea May 7 at 4 Off Rec, Cambridge junc, High st, Portsmouth
 DICKS, VALENTINE, Pennard mans, Shepherd's Bush Traveller May 7 at 12 Bankruptcy bldgs, Carey st
 ELLIS, WILLIAM, Glenburiel rd, Upper Tooting, Grocer May 7 at 11.30 132, York rd, Westminster Bridge
 FOOTITT, WILLIAM ARTHUR, Abergavenny, Mon, Boot Maker May 7 at 12 Nevill Rooms, Nevill st, Abergavenny, Mon
 GAMMON, HENRY EWART, Bridgend, Shoemaker May 7 at 3 Off Rec, 117, St Mary st, Cardiff
 GILLOTT, JAMES EDMUND, and SIDNEY EDMUND GILLOTT, Sheffield, Silversmiths May 6 at 12 Off Rec, Figuee In, Sheffield
 GLOVER, LESLIE RICHARD, Exmouth st, Clerkenwell May 8 at 11 Bankruptcy bldgs, Carey st
 GRANT, WILLIAM CHARLES GEORGE, ROBERT JAMES, Mount Ephraim In, Streatham, Engineer Lieutenant May 7 at 3 Off Rec, Cambridge junc, High st, Portsmouth
 GRUNDY, JOHN JAMES, Montem rd, Forest Hill, Kent, Surveyor May 6 at 12 132, York rd, Westminster Bridge
 HAGUE, THOMAS, Withington, Manchester, Boot Repairer May 6 at 3 Off Rec, Byrom st, Manchester
 HALL, JOHN, Birmingham, Fruiterer May 7 at 11.30 131, Corporation st, Birmingham
 HAZELL, GEORGE WILLIAM, Yatton, Somerset, Farmer May 6 at 12.30 Off Rec, 26, Baldwin st, Bristol
 HEATON, WILLIAM, Leicester, Engineer May 6 at 12 Off Rec, 1, Berridge st, Leicester
 HINGSTON, J A, Stebbing st, Notting Hill, Builder May 8 at 2.30 Bankruptcy bldgs, Carey st

THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED.

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1891.

EXCLUSIVE BUSINESS—LICENSED PROPERTY.

X

SPECIALISTS IN ALL LICENSING MATTERS.
 630 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation.

X

Suitable Insurance Clauses for Inserting in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.

HOLMES, JAMES GEORGE, Bristol, Private Tutor May 6 at 12.15 Off Rec, 26, Baldwin st, Bristol
HUGHES, OWEN, Amlwch, Anglesey, Baker May 6 at 12 Off Rec, 26, Baldwin st, Bristol
JACKSON, SYDNEY JOSEPH, Mountnessing, Essex, Farmer May 6 at 2 Shirehall, Chelmsford
JONES, FRANK, Worthen, Salop, Grocer May 7 at 12 Off Rec, Swan hill, Shrewsbury
KEEN, GEORGE FRANCIS, Fishponds, Bristol, Commission Agent May 6 at 11.45 Off Rec, 26, Baldwin st, Bristol
KINDLES, HERBERT KELL, Maidstone, Gas Engineer May 6 at 10.30 9, King st, Maidstone
KNOWLES, JOHN WILLIAM, Manningham, Bradford, Iron-founder May 7 at 11 Off Rec, 12, Duke st, Bradford
LEWIS, JOHN, Senny, Brecknock, Farmer May 8 at 2.30 Off Rec, County Court, Townhall, Merthyr Tydfil
LEWIS, THOMAS, Cwmalfawr, Brecknock, Farmer May 8 at 3.15 Off Rec, County Court, Townhall, Merthyr Tydfil
LOVE, FRANCIS GEORGE, Redland, Bristol, Contractor May 6 at 11.30 Off Rec, 26, Baldwin st, Bristol
LOVE, GEORGE HENRY, Cowes, I of W, Confectioner May 7 at 1.15 Off Rec, 38A, Holyrood st, Newport, I of W
MABOTT, FRANK ARNOLD, Blackpool May 8 at 10 Off Rec, 13, Winckley st, Preston
MARTIN, WILLIAM, Exeter, Builder May 8 at 10.30 Off Rec, 9, Bedford circus, Exeter
MILES, FREDERICK GEORGE, Palgrave, Suffolk May 14 at 2.15 Off Rec, 36, Princess st, Ipswich
MILLER, PAUL AUGUSTUS, Cavendish mans, Clapton sq, Clapton, Talking Machine Expert May 6 at 1 Bankruptcy bldg, Carey st
MUIR, WILLIAM JOSEPH, Camden st, Camden Town, May 6 at 11 Bankruptcy bldg, Carey st
OLDHAM, JAMES SIDNEY MONTAGUE, Oldham, Lichfield, Staffs, Brewer May 7 at 11 Swan Hotel, Lichfield
PAGE, ROBERT HENRY, Woodgrange rd, Forest Gate, Fruiterer May 7 at 12 Bankruptcy bldg, Carey st
PARKER, ALFRED, Preston, Confectioner May 8 at 10.15 Off Rec, 13, Winckley st, Preston
PEACOCK, HENRY, Havant, Alverstoke, Hants, Dairyman May 6 at 4 Off Rec, Cambridge junc, High st, Portsmouth
PETCH, HENRY, Darlington, Plumber May 6 at 3 Off Rec, 8, Albert rd, Middlesbrough
PORTER, JAMES RICHARD, Roabon, Denbigh, Brickmaker May 6 at 11.30 Off Rec, 26, Baldwin st, Bristol
ROSE, WILLIAM SAMUEL, Wenstone, Hazelbury Bryan, Dorset, Farmer May 6 at 12.45 Off Rec, City chmbrs, Catherine st, Salisbury
SESSON-HILLY, HENRY, Peterstone super Ely, Glam, Architect May 8 at 12 Off Rec, 117, St Mary st, Cardiff
SHAW, JOHN, Stamahaw, Portsmouth, Grocer May 6 at 3 Off Rec, Cambridge junc, High st, Portsmouth
SHOWERS, JOHN CHARLES, Scarborough, Yorks, Hotel Porter May 7 at 3 Off Rec, 48, Westborough, Scarborough
SODDY, JOSEPH, Walworth rd, Corn Merchant May 8 at 11 Bankruptcy bldg, Carey st
STANLEY, SAMUEL ERNEST, Cradley Heath, Staffs, Fitter May 6 at 10 Off Rec, 193, Wolverhampton st, Dudley
STIMPSON, EDWIN WILSON, Floors, Northampton, Farmer May 8 at 11.30 Off Rec, Bridge st, Northampton
WADE, WILLIAM, Otley, Yorks, Butcher May 6 at 12 Off Rec, 24, Bond st, Leeds
WHITTELL, WILLIAM, Kent, Boot Maker May 6 at 3 182, York rd, Westminster Bridge
WILLIAMS, ANTHONY, Prittlewell, Southend on Sea, Essex, Butcher May 6 at 2.30 Shirehall, Chelmsford
WILSON, WILLIAM S, Woodgrange rd, Forest Gate, Essex May 7 at 11 Bankruptcy bldg, Carey st
WIRKS, THOMAS HENRY, Felixstowe, Boatman May 14 at 2.30 Off Rec, 36, Princess st, Ipswich
WOOD, JOHN FREDERICK, West Bromwich, Staffs, Manufacturer May 8 at 12 191, Corporation st, Birmingham
WOOD, WILLIAM, Sheffield, Sports Outfitter May 6 at 12.30 Off Rec, Figgies in Sheffield

ADJUDICATIONS.

BALSHAW, JAMES, Salford, Lincs, Coal Merchant Salford Pet April 3 Ord April 23
BIRNS, WALTER, Bradford, Contractor Bradford Pet Aug 14 Ord April 24
BRADLEY, ALFRED THOMAS, Birmingham, Oil Merchant Birmingham Pet April 26 Ord April 25
CASTLE, AMOS ALEXANDER, Littlebourne, Kent, Baker Canterbury Pet April 22 Ord April 22
CRAWLEY, CHARLES, Knowle rd, Brixton, Commission Agent High Court Pet March 24 Ord April 24
DE MATOS, KATHERINE, Southsea, Hants Portsmouth Pet April 24 Ord April 24

DOWNES, WILLIAM JOSEPH, Jewin st, Manufacturer of Leather Goods High Court Pet Feb 23 Ord April 24
FAULSTICH, ARTHUR, Oldham, Grocer Oldham Pet April 22 Ord April 22
GRANT, WILLIAM CHARLES GEORGE ROBERT JAMES, Street-ham, Engineer Lieutenant Portsmouth Pet April 23 Ord April 23
GREGG, BENJAMIN JONES, Port Talbot, Glam, Baker Neath Pet April 24 Ord April 24
HAUGH, THOMAS, Wigan, Manchester, Boot Repairer Manchester Pet April 2 Ord April 22
HARDWICK, JOHN GOODWIN, Eckington, Derby, Licensed Victualler Chesterfield Pet April 24 Ord April 24
HARRIS, ARTHUR WILLIAM, Worcester, Master Tailor Worcester Pet April 23 Ord April 23
JONES, FRANK, Worthen, Salop, Grocer Newtown Pet April 7 Ord April 23
JONES, HARRY DOSSON, Gt Crosby, Lancs, Commission Agent Liverpool Pet Feb 27 Ord April 25
KINDLES, HERBERT KELL, Maidstone, Gas Engineer Maidstone Pet April 23 Ord April 23
KNOWLES, JOHN WILLIAM, Manningham, Bradford, Iron-founder Bradford Pet April 7 Ord April 24
LEWIS, JOHN, Senny, Brecknock, Farmer Merthyr Tydfil Pet April 24 Ord April 24
LEWIS, THOMAS, Cwmalfawr, Brecknock, Farmer Aberdare Pet April 24 Ord April 24
MABOTT, FRANK ARNOLD, Blackpool Preston Pet April 24 Ord April 24
MARKS, HANNAH, Catford Greenwich Pet March 24 Ord April 24
MARTIN, WILLIAM, Exeter, Builder Exeter Pet April 23 Ord April 23
MILLER, PAUL AUGUSTUS, Cavendish mans, Clapton sq, Clapton, Talking Machine Expert High Court Pet April 23 Ord April 23
PAGE, ROBERT HENRY, Woodgrange rd, Forest Gate, Fruiterer High Court Pet April 24 Ord April 24
PEACOCK, HENRY, Alverstoke, Hants, Dairyman Portsmouth Pet April 22 Ord April 22
PEARCE, G W, Babington rd, Streatham, Builder Wandsworth Pet March 14 Ord April 22
RENFIELD, EDWARD, Pwllhob nr Aberystwyth, Cattle Dealer Aberystwyth Pet April 18 Ord April 23
RICE, F A BRANT, Blackheath, Kent, Author Greenwich Pet Oct 18 Ord April 18
ROSE, ALBERT EDWARD, Portsmouth, Grocer Portsmouth Pet April 8 Ord April 22
ROSE, WILLIAM SAMUEL, Wenstone, Hazelbury Bryan, Dorset, Farmer Dorchester Ord April 25
SESSON-HILLY, HENRY, Peterstone super Ely, Glam, Architect Cardiff Pet April 22 Ord April 22
SHOWERS, JOHN CHARLES, Scarborough, Hotel Porter Scarborough Pet April 23 Ord April 23
STERN, SAMUEL, Blackpool, Coal Merchant Preston Pet April 23 Ord April 23
STERN, ERNEST VICTOR, Lowestoft, Coal Merchant Gt Yarmouth Pet April 24 Ord April 24
WADE, WILLIAM, Otley, Yorks, Butcher Leeds Pet April 22 Ord April 22
WESTGATE, WILLIAM ERNEST, Romford, Essex, Builder Chelmsford Pet March 17 Ord April 22
WHITTELL, WILLIAM, Lee, Kent, Boot Maker Greenwich Pet April 11 Ord April 24
WIRKS, THOMAS HENRY, Felixstowe, Boatman Ipswich Pet April 23 Ord April 23
WIRKS, LILY, Northam, Devon, Lodging House Keeper Barnstaple Pet April 23 Ord April 23

MESSRS. HERRING, SON, & DAW,
AUCTIONEERS, ESTATE AGENTS, VALUERS,
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Undertake Surveys, Reports, Valuations for Probate,
CORRESPONDENCE INVITED.

SALE DAYS FOR THE YEAR 1908.
MESSRS.

FAREBROTHER, ELLIS, EGHERTON, BREACH, GALSWORDY, & CO.
beg to announce that the undermentioned dates have been fixed for their AUCTIONS of FREEHOLD, Copyhold, and Leasehold ESTATES, Reversion, Shares, Life Interests, &c., at the AUCTION MART, Tokenhouse-yard, E.C.
Other appointments for intermediate sales can also be arranged.

Thursday, May 14	Thursday, July 23
Thursday, May 28	Tuesday, July 29
Thursday, June 2	Thursday, September 24
Thursday, June 11	Thursday, October 8
Tuesday, June 16	Thursday, October 29
Thursday, June 18	Thursday, November 12
Thursday, July 2	Thursday, November 26
Thursday, July 9	Thursday, December 10
Tuesday, July 14	

A List of forthcoming Sales by Auction is published in the advertisement columns of "The Times" every Saturday.

Messrs. Farebrother, Ellis, & Co. also issue on the 1st of every Month a SCHEDULE OF PROPERTIES TO BE LET OR SOLD, comprising landed and residential estates, farms, freehold and leasehold houses, towns and country building land, City offices and warehouses, ground-rents, and investments generally, which will be forwarded free of charge. A carefully-revised register of applicants' wants is kept, and details of requirements are especially invited from those seeking properties, &c., to whom particulars of suitable places are sent from time to time. Application should be made to their Offices, No. 29, Fleet-street, Temple-bar, E.C.

TO THE LEGAL PROFESSION.
THE CONDUIT STREET AUCTION GALLERIES.

MESSRS. KNIGHT, FRANK, & RUTLEY undertake the SALE of Valuables for the Profession. Solicitors having to realise clients' property are invited to consult the above, whose three great galleries are open daily. There are no finer rooms or better market in England for the disposal of FAMILY JEWELS, OLD SILVER, FURNITURE, PICTURES, Engravings, Libraries, Coins, Medals, Lace, Furs, China, Musical Instruments, Stamps, Bronzes, Sculpture, Guns, Curios, Wines, Cigars, and other property. Sales held in private residences and Trade Stocks sold on owners' premises in town or country. Prompt settlements.

VALUATIONS for Fire Insurance. Knight, Frank, & Rutley's signed Inventory and Valuation of the Contents of a house is a needful adjunct to all Clients' Policies. Valuations for Estate Duty, Division, &c. Sale and Letting of Town and Country Properties. Funds always available for Mortgagees at short notice. Rating Surveys for Assessment Committees. Property Surveys and Dilapidations, &c.—The Conduit-street Auction Galleries, 9, Conduit-street, and 33A, Maddox-street, London.

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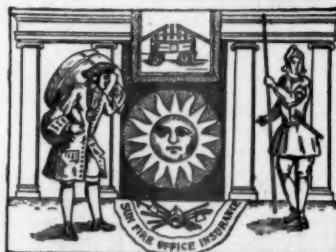
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FOUNDED 1710.
HEAD OFFICE:
63, THREADNEEDLE ST., E.C.

Insurances effected against the following risks:—

FIRE.
PERSONAL ACCIDENT, SICKNESS AND DISEASE, FIDELITY GUARANTEE, WORKMEN'S COMPENSATION AND EMPLOYERS' LIABILITY including ACCIDENTS TO DOMESTIC SERVANTS.

Law Courts Branch: 40, CHANCERY LANE, W.C.
A. W. COUSINS, District Manager.

FUNDS IN HAND - - £2,545,328.

SALES BY AUCTION FOR THE YEAR 1908.

MESSRS.

DEBENHAM, TEWSON, RICHARDSON, & CO. beg to announce that their SALES for 1908 of ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground-rents, Advertisements, Stocks, Bonds, and other Properties will be held at the AUCTION MART, Tokenhouse-yard, near the Bank of England, in the City of London, as follows:—

Tuesday, May 5	Thursday, July 16
Tuesday, May 12	Tuesday, July 21
Tuesday, May 19	Thursday, July 23
Tuesday, May 26	Tuesday, July 28
Tuesday, June 2	Tuesday, August 11
Thursday, June 4	Tuesday, August 18
Tuesday, June 16	Tuesday, October 13
Tuesday, June 23	Tuesday, October 20
Thursday, June 25	Tuesday, October 27
Tuesday, June 30	Tuesday, November 10
Thursday, July 2	Tuesday, November 17
Tuesday, July 7	Tuesday, December 1
Thursday, July 14	Tuesday, December 8

By arrangement, Auctions can also be held on other days in town or country. Messrs. Debenham, Tewson, Richardson, & Co. undertake Sales and Valuations for Probate and other purposes of Furniture, Pictures, Farming Stock, Timber, &c.

DETAILED LISTS OF INVESTMENTS, Estates, Sporting Quarters, Residences, Shops, and Business Premises to be Let or Sold by Private Contract can be obtained of Messrs. Debenham, Tewson, Richardson, & Co., 80, Cheapside, London. Telephone No. 503 Bank.

By order of the Ecclesiastical Commissioners for England.

GOSWELL ROAD, E.C.—Within 250 yards of Aldersgate-street Station (Metropolitan Railway), and only just outside the boundary of the City of London. The valuable FREEHOLD SITE, together with the fabric of the (late) CHURCH OF ST. THOMAS, CHARTER-HOUSE, having a commanding frontage to Goswell-road of about 97 ft., a depth of about 130 ft., and a superficial area of 12,300 sq. ft., or thereabouts. The Site has considerable advantages as to light and position, and is well adapted for the erection of a large block of warehouses, a light factory, stores, or other important commercial premises.—Messrs.

DEBENHAM, TEWSON, RICHARDSON, & CO. will SELL by AUCTION, at the MART, on TUESDAY, JUNE 16, at TWO o'clock, this valuable FREEHOLD BUILDING SITE, with position. Particulars of Messrs. Milnes, Jennings, White, & Foster, Solicitors, 5, Little College-street, Westminster, S.W.; of Messrs. Clutton, Surveyors, 5, Great College-street, Westminster, S.W.; and of the Auctioneers, 80, Cheapside.

CITY OF LONDON.—FREEHOLD PROPERTY.—Nos. 78, 79, and 80, BISHOPSGATE STREET, WITHOUT. Nos. 78 and 79 let upon lease at £250 per annum, rising to £300 per annum; No. 80 let to Great Northern Railway Co. upon lease at £140 per annum. 47 ft. frontage. Ground area about 2,300 ft.

MESSRS. REYNOLDS & EASON (in conjunction with Messrs. LITCHFIELD, GALE, & LLOYD) will SELL the above by AUCTION, at the MART, Tokenhouse-yard, E.C., on FRIDAY, MAY 23, 1908, at TWO o'clock, in two Lots.

Particulars of G. Llewellyn Lloyd, Esq., Solicitor, Midland Bank Chambers, Newport, Mon.; or of Messrs. Reynolds & Eason, 43, Bishopsgate-street Without, E.C.

WHITECHAPEL HIGH STREET (just off).—Large FREEHOLD PROPERTY, until recently occupied for the most part as a small arms factory, comprising Nos. 30, 31, 32, 33, 34 and 45, ALIE STREET, MANBE L STREET, Nos. 1 and 2, HALF MOON PASSAGE, and the extensive factory premises at rear. Ground area about 26,000 ft. Frontage about 150 ft. to St. Alie-street, and 143 ft. to Half Moon-passage. Parts occupied are let on short tenancies; Larger portion for Sale with Possession.

MESSRS. REYNOLDS & EASON will SELL by AUCTION, as above. Particulars of Messrs. LAWRENCE & Thirby, Solicitors, 3, Mre-court, Temple, E.C.; or of the Auctioneers, as above.

STIMSON & SONS, Auctioneers and Surveyors.

8, Moorgate-street, Bank, E.C., and 2, New Kent-road, S.E. (opposite the Elephant and Castle).

STIMSON & SONS also undertake SALES and Lettings by PRIVATE TREATY, Valuation for Probate and all purposes, Surveys, Negotiations of Mortgages and Partnerships, Chancery Receiverships, Arbitrations, Railway Compensation and other Claims, Sales of Furniture, Collection of Rents, Assessment Appeals, &c.

Separate Lists of House Property, Ground-rents for Sale, and of Houses, Premises, Shops, Offices to be Let are issued on the first of each month, and can be had free on application, or by post for two stamps. The Sale List is the best medium in London for effecting Sales privately and expeditiously. No charge for insertion. Telephone No. 624 London-wall. Telegrams, "Servabo," London.

AUCTION SALES.

MESSRS. FIELD, SONS, & GLASIER'S AUCTIONS take place MONTHLY, at the MART, and include every description of Property. Printed terms can be had on application at their Offices. Messrs. Field, Sons, & Glasier undertake Surveys of all kinds, and give Estimates to Building and Compensation Claims. Offices, 54, Borough High-street, S.E., and 17, Tokenhouse-yard, E.C. (next to the Auction Mart).

SURBITON, SURREY (only 25 minutes of Town).

CHESTERTON & SONS will SELL by AUCTION, at the MART, City, on THURSDAY, MAY 7, at TWO o'clock, the Valuable

FREEHOLD PROPERTY known as "Southborough," Brighton-road and Langley-road, Surbiton. The property comprises a handsome and commodious RESIDENCE, surrounded by well-kept GROUNDS over 4 ACRES in extent, possessing long frontages to parish roads. The land readily lends itself for

DEVELOPMENT as a BUILDING ESTATE, and creation of Ground-rents. Solicitors, Messrs. Parson, Lee, & Co., 24, Lime-street, E.C.

CITY OF LONDON.

CHESTERTON & SONS will SELL by AUCTION, as above, the important and centrally-situated

FREEHOLD PROPERTY. No. 28, COCK LANE, SNOW HILL, HOLBORN VIADUCT, E.C., a commanding MODERN BUILDING of four floors and basement. Let on repairing lease at £135 per annum, and constituting a very

ROUND INVESTMENT. Solicitors, Messrs. Hamblins, Grammer, & Hamblins, 13, Victoria-road, Surbiton, and 9, Fleet-street, E.C. Particulars and conditions of the respective Solicitors; at the Mart; or at the Auctioneers' Offices, 53 and 55, Cheapside, E.C. 116, Kensington High-street, W., 15, Sloane-street, S.W., and Norbury, S.W.

LONG LEASEHOLD INVESTMENT.

1, LEXHAM GARDENS, Kensington, W.—A semi-detached RESIDENCE, in a particularly pleasant and convenient situation. Just off Cromwell-road, with large sunny rooms, 14 bedrooms, three bathrooms, three reception rooms, conservatory, lounge, and good offices. Let on repairing lease at £160 per annum (a moderate rent). Ground-rent £18. Lease 63 years.—To be offered by AUCTION at the MART, E.C., by

CHESTERTON & SONS, on THURSDAY, MAY 7, 1908, at TWO o'clock.

Particulars and conditions of sale at the Mart; of Messrs. Hill, Dickinson, & Co., Solicitors, 10, Water-street, Liverpool; and at the Auctioneers' Offices, 116, Kensington High-street, W., 15, Sloane-street, S.W., and 53 and 55, Cheapside, E.C.

A WILLETT-BUILT TOWN RESIDENCE, with large airy rooms, facing south, and overlooking Ornamental Gardens front and back.

13, WETHERBY GARDENS, South Kensington, S.W. (late the residence of Lady Ligon, decd.)—Very conveniently arranged, substantially built, and exceptionally well-fitted; 9 bed and dressing-rooms, bathroom (hot and cold), five w.c.s., linen-room, handsome saloon, drawing-room with balcony, charming boudoir, lofty, well-proportioned dining-room, library, and study, all fitted with tiled stoves and expensive mantels; wide entrance and inner halls with black and white tiled floor, with staircases, capital spacious offices; the residence is in excellent decorative repair, held on lease for about 74 years at the nominal ground-rent of £1 p.a.; Possession on completion.—To be offered by AUCTION, at the MART, E.C., by Messrs.

CHESTERTON & SONS, on THURSDAY, MAY 7, 1908, at TWO o'clock.

Particulars and conditions of sale at the Mart; of Messrs. Field, Roscoe, & Co., Solicitors, 36, Lincoln's-inn-fields; and at the Auctioneers' Offices, 116, Kensington High-street, W., 15, Sloane-street, S.W., and 53 and 55, Cheapside, E.C.

By order of Trustees.

CITY OF LONDON.—FREEHOLD INVESTMENT, appealing to Trustees and Capitalists requiring a first-class security.

MESSRS. ELLIS & SON are directed to SELL by AUCTION, at the MART, Tokenhouse-yard, Bank, on FRIDAY, MAY 16, at TWO o'clock precisely, the important FREEHOLD PROPERTY, No. 15, Philpot-lane, Finsbury-street, consisting of an imposing and substantial Building in stone and brick, occupying a valuable site of about 4,700 square feet, with a frontage of 51 ft. 6 in. The various floors, which are reached by a hydraulic passenger lift, provide unusually fine suites of offices, let to and in the occupation of the old-established firm of iron and steel manufacturers, Messrs. Bolckow, Vaughan, & Co., of Middlesbrough, and other eminent trading associations and professional firms, at rents amounting in the gross to £2,000.

Printed particulars, with plan and conditions of sale, may be had of Messrs. Downson, Annals, & Co., Solicitors, 19, Sarney-street, Victoria Embankment; at the Mart; and of Messrs. Ellis & Son, Auctioneers and Surveyors, 45, Fenchurch-street.

FULLER, HORSEY, SONS, & CASSELL, 11, BILLITER SQUARE, LONDON, E.C. Established 1807. AUCTIONEERS, VALUERS, AND SURVEYORS

MILLS AND MANUFACTORIES, PLANT AND MACHINERY, WHARVES AND WAREHOUSES

Telephone Address—"FULLER, HORSEY, LONDON." Telephone No. 249 CITY.

By order of a Trustee.

BRIGHTON AND HOVE.

Valuable FREEHOLDS.—Investments and for Occupation.

No. 130, KING'S ROAD, BRIGHTON.—A commanding CORNER PRIVATE DWELLING-HOUSE. Let on lease for a term expiring Lady Day, 1913, at £150, reduced by verbal arrangement to £130 per annum. Premises moderately fitted.

No. 36, WESTERN STREET, BRIGHTON.—PRIVATE HOUSE, recently modernised. Let on yearly tenancy, at the low rental of £25 per annum.

No. 19 (late 18), SILLWOOD STREET, BRIGHTON.—Six-roomed HOUSE, with gateway, yard, and stabling (34 ft. by 45 ft.). Let at annual ground-rent of 2 guineas, for a term to expire Christmas, 1908, with then reversion to rack-rental about £28 per annum.

N.B.—The foregoing Freehold Properties are situate in the immediate vicinity of the proposed New Summer and Winter Palace.

No. 43, HOVA VILLAS, HOVE.—Semi-detached PRIVATE DWELLING-HOUSE. Six bedrooms, bath, four sitting-rooms, and usual offices. With vacant possession. Estimated rent £55 per annum, at which the residence has been for many years let. EVERTON (near LYMINGTON, HANTS).—AN ENCLOSURE OF LAND, about 14 aces. Let on yearly tenancy, at £5 per annum, and held at an annual ground-rent of 1s., which, however, has not been claimed for many years.

Nos. 26 and 28, RYE VALE ROAD, BALHAM, S.W.—FAIR semi-detached RESIDENCES. Let at low rentals, amounting to £25 per annum. Held under separate leases. About 604 years unexpired term, at peppercorn rents. Each ground site 26 ft. by 165 ft.

To be offered for SALE by AUCTION by

MR. GEO. FUTVOYE FRANCIS, at the MART, City, E.C., on WEDNESDAY, MAY 13, at TWO o'clock, in Seven Lots.

Particulars from Messrs. Mead & Sons, Solicitors, No. 116, Jermyn-street, St. James's, S.W.; and at the Auctioneers' Offices, Eaton Chambers, No. 80, Buckingham Palace-road, S.W. (opposite Victoria Station).

By order of Trustees.

With Vacant Possession.—FREEHOLD. TREGEW, No. 9, THURLEIGH ROAD, WANDSWORTH COMMON, S.W.

A well-built, detached, MODERN RESIDENCE. Six bed and box rooms, bath, large drawing and dining rooms, library, excellent domestic arrangements and cellars. Well-planted garden and forecourt, with side entrance. Has been in occupation of late owner for many years. Estimated rent value £70 per annum. To be offered for SALE by PUBLIC AUCTION by

MR. GEO. FUTVOYE FRANCIS, at the MART, City, E.C., on WEDNESDAY, MAY 13, at TWO o'clock p.m.

Particulars from Messrs. Mead & Sons, Solicitors, No. 116, Jermyn-street, St. James's, S.W.; and at the Auctioneers' Offices, Eaton Chambers, No. 80, Buckingham Palace-road, S.W. (opposite Victoria Station).

By order of the Mortgagees.

YORKSHIRE. TADCASTER, STUTTON-WITH-HAZLEWOOD, LEAD, and ABERFORD.

Sale of valuable FREEHOLD ESTATE, including a castle of historical interest, in a fine park, woodlands, farms, and cottages.

THURGOOD & MARTIN (in conjunction with JOHN DAWSON & SONS) have received instructions to SELL by AUCTION, at the AUCTION MART, Tokenhouse-yard, London, E.C., on THURSDAY, MAY 14, 1908, at TWO o'clock precisely, in One Lot:—

HAZELWOOD CASTLE, about 1,000 acres in area, consisting of the Castle, containing about sixty rooms. Easily adaptable for occupation, with a south aspect, on high ground, commanding fine views, fine park, and gardens, Hothhouse, Nuthall, and White Smithy Farms, Agricultural Holdings, Woodlands, and Cottages, well situate on the main road between York and Leeds, about 24 miles from Tadcaster, in a very favourable residential district, in the midst of a similar important estate, within easy reach of the seats of two packs of foxhounds, and affording excellent shooting.

The castle, park, gardens, &c., are in hand, and the remainder let at low rents. The desirability and beauty of its situation and the excellent quality of the land render the sale of the estate a good opportunity for purchasers either for investment or occupation.

The property may be viewed with reference to be had of the Auctioneers; and particulars and conditions of sale, with plan, may be had of Messrs. Lea, Bolton, & Lee, Solicitors, 1, The Sanctuary, Westminster, S.W.; at the Estate Office, Hazlewood, Tadcaster; at the place of sale; of John Dawson & Sons, St. George's, Doncaster; and Thurgood & Martin, 27, Chancery-lane, London, W.C.

FURNISHED AND UNFURNISHED FLATS. TOWN and COUNTRY HOUSES OF EVERY DESCRIPTION Also SHOPS and OFFICES

FOR FULL PARTICULARS APPLY TO

Mr. F. J. Ronald

Surveyor, Valuer, Auctioneer, & Estate Agent,

BELGRAVIA CHAMBERS

72 VICTORIA STREET, S.W.

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